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THE SOLICITORS' JOURNAL.

LONDON, APRIL 3, 1858.

CONVICTION OF A SOLICITOR FOR FORGERY.

On Saturday last, at Liverpool, James Mellor, a solicitor, who had long enjoyed at Ashton-under-Lyne the respect of his fellow-townsmen, and the confidence of numerous clients, was convicted of forgery, and sentenced to penal servitude for the short remainder of a life which had already extended to sixty-seven years. That a man so advanced in age, and the father of a large family, should be found guilty of a crime so heinous is in itself melancholy enough; but we regard the revelations of this trial not only as an example of individual guilt and misery, but also as bringing suspicion and dishonour upon the whole profession to which the unfortunate criminal belongs. While the enormous frauds and falsehoods of the two Halls are yet fresh in the public mind, there comes another disclosure of a prolonged career of equally atrocious knavery. Indeed, the practices of Mellor were even more calculated to shake confidence in solicitors than those resorted to by the Halls. Some, at least, of the clients of the latter have to blame themselves for an extravagant and unnecessary neglect of all superintendence over their own affairs. But, in the case of a widow, left executrix of an estate invested in a variety of securities, it is difficult to see how it can be possible to avoid trusting somebody to the extent that Mrs. Clarke trusted Mellor. She desired him to call in a mortgage of £500, and pay the money thus obtained to a person interested under the will. Mellor paid £150 only to the legatee, and applied £300 to his own purposes. He took a receipt for the sum actually paid, and then altered the figures in the document, so as to make it appear that he had paid £450. It happened that Mellor's client in this transaction was one of those resolute and business-like ladies who are sometimes designated as "strong-minded," and not a careless and feeble gentleman, like Sir Charles Rushout. The client demanded that the original receipt for £450 should be handed over to her, and she declined to be persuaded by her solicitor that it was more in the ordinary course of business to rest contented with a copy, while the document itself remained with him. The consequence was, that conclusive evidence of guilt was placed in the hands of the injured client, and she appointed to return in a few days in order to extract from Mellor proof that he had plundered her of larger sums. But the crisis of his fate was come. He determined to fly at once from the inevitable exposure. He embarked at Liverpool for the United States, in company with his son, whom he had drawn into grave suspicion, if not into actual complicity. They travelled far into the interior of America, but leaving traces easy of recognition by the police officer who followed them by the next steamer. At a farm-house in the prairie lands of Illinois they were discovered on the 6th of February, and arrested and brought back to England. On the 27th ult., just three months from the day when the certainty of detection suggested flight, the elder Mellor received sentence for that one of his many crimes which admitted of the clearest proof, and which most distinctly violated the law.

It must be owned that in this instance justice has been prompt, and its aim unerring. The severe language of Mr. Baron Martin in awarding punishment is said to have affected the prisoner more deeply than the sentence which it conveyed. At Mellor's age, indeed, penal servitude for life or for a term of years must amount to nearly the same thing. We are not informed in this case what was the original inducement to the culprit to enter upon his guilty course. Nothing is stated about speculations foreign to the business of a solicitor. His manner of life appears to have been unostentatious, and there is no imputation of extravagance. It is true, he had a numerous family, but his business seems to have been quite sufficient to support them without any such pressure of want as would be likely to suggest fraud or forgery. One reflection may be made upon this painful case, which is not, perhaps, unseasonable with reference to a recent and still pending litigation. In the case of *Viney* v. *Chaplin* the contest was, whether or not the purchaser of property ought to be satisfied to pay his purchase-money to the vendor's solicitor, and if so, what evidence of authority to receive it ought to be deemed sufficient? The vendor's solicitor appears to have considered the anxiety exhibited by the purchaser upon this point as something like an imputation on his own character, and he may have thought his honour concerned not to yield to it. We think, however, that the cases of Mellor and of the Halls are likely to produce an effect on the public mind, for which it would be well to make allowance. They teach this lesson among others, that the claims of respectability to confidence should be but moderately urged. Rules exist, or by the help of the Courts may be established, for determining how far solicitors may claim to have their unsupported representations received and acted upon. It would be well to abide strictly by such rules, and by no means to demand the smallest peculiar consideration for high character or long standing or extensive business. The rogues invariably have high characters. If a man claims to be trusted for the outward appearance that he makes, the answer is, that Mellor's exterior was unexceptionable, and yet he had been for years a forger. Commercial and professional respectability has been so often made the cloak for enormous fraud, that we think men who understand what is due to their own honour will be very shy henceforward of appearing to rest upon it. It is nearly certain that the next swindler on a large scale, be he banker, solicitor, or agent of whatever kind, will turn out to have been, up to the hour of his detection, exactly the man whom it would have appeared an outrage to all propriety to hesitate about trusting upon his bare word.

For the instruction and warning of society, it would have been well to carry the investigation of Mellor's frauds beyond the point necessary to insure conviction and sentence on a single charge. He was tried for a very ordinary forgery, which might easily have been committed without the help of any legal knowledge. Some of his contrivances, however, appear to have been more elaborate. A sum of £300 belonging to a client was invested by Mellor upon mortgage. The security consisted of two deeds; a conveyance of hereditaments at Saddleworth from Mr. William Bottomley to Mr. Samuel Prestwich, in consideration of £400, and a mortgage of the same property by Mr. Samuel Prestwich to Mrs. Mary Clarke for securing £300. Mr. William Bottomley was Mellor's office boy, and Mr. Samuel Prestwich was a baker in the

town of Ashton, who had married Mellor's servant. The hereditaments at Saddleworth, more particularly described in the conveyance, were, it is needless to say, imaginary. Nothing in the whole transaction was real except the £300 of Mrs. Clarke's money, which passed into Mellor's pocket. This unfortunate lady loses, we believe, by her solicitor's dishonesty, to the amount of several thousand pounds. Her case is not one of a class which can in any degree be provided against by legislation; for, under every system of law, there must be confidential advisers, whether called solicitors or by some other name, who may, if they choose to do so, abuse without restraint the power which their knowledge of the law, and their command over their clients' minds and property, combine to give to them. There appears to be no security that can be suggested against such frauds as Mellor's, except that derived from the dread of disgrace and punishment. There are many admitted evils existing among the body of solicitors, for which those who wish well to that body may hope, with time and patience, to find a cure. But this mischief appears ineradicable. It is in the nature of things that confidence must be generally given, and it is in the nature of men that this confidence will be occasionally abused. Education will not help us here, nor will any elevation in the social scale. The forgers and defaulters are all well educated, and of the highest consideration in the neighbourhoods which they make their prey. It is vain to think that any human power can avail to prevent the recurrence of these distressing cases. We trust, however, that the duty of this Journal may not often be so melancholy as it is to-day. Besides the trial of Mellor, our pages contain the first notice of another judicial investigation, which must probably have a similar result. In this second case, the dread of exposure caused an attempt at self-destruction; and there is yet another instance of a solicitor who has actually committed suicide under mental aberration, produced by pecuniary difficulties. We cannot expect but that the general character of the profession must be damaged by the misconduct of those members of it who succumb to strong temptation. Every solicitor should, therefore, strive to support that character at the highest point, and so to neutralise as far as possible an evil which cannot be entirely removed.

BRILLIANT BUBBLES.

The pain which we cannot but feel in recording fresh instances of fraud, folly, and unscrupulousness in the conduct of commercial companies, is occasionally qualified by a strong sense of the ludicrous and absurd, excited by the narrative of their transactions. Without presuming to anticipate the decision of a case adhuc sub judice, we cannot help referring to the reports of the recent proceedings in the Court of Bankruptcy, in the matter of a company entitled "The Electric Power, Light, and Colour Company (Limited)." Shakespere asks, "What's in a name?" Had he lived in these utilitarian times, he might have learned how much there is. With joint-stock companies, as with fashionable novels, a good taking title is half the battle. A prospectus conclusively demonstrating profits from ten to one hundred per cent., and a list of directors, with names rich in prefixes and affixes, often constitute, with the title, the basis of the undertaking. Nothing could be more dazzling to an imaginative and speculative mind, bent upon making a brilliant investment, than a project through which the subtle, all-pervading electric fluid, as the presiding agent, should develop itself, for the benefit of mankind, and the enrichment of the shareholders, in the production of power, light, and colour. Even a "canny Scot," Mr. John Purdie, of Edinburgh, now, alas! petitioner in the Court of Bankruptcy for the winding-up of this company, could not resist these combined fascinations, but purchased ten shares of £100 each, and soon after 100 additional shares of £20 each. It is from the petition and affidavit of this gentleman that we obtain the interesting particulars of the meteoric career of this company, to which we are, briefly, about to allude.

The scheme, in its scientific portion, was based upon the ingenious discoveries, resulting in patented inventions, of J. J. Watson, Ph.D., C.E., and F.G.S., a young scientific gentleman, of whose abilities and skill we would not be understood to say a single disrespectful word. This gentleman, with a friend, commenced the promotion of the company in 1853, choosing Wandsworth as the scene of their operations. The patents were for the direct use of electric power, for the use of electric light in illuminating public buildings, railway stations, &c., and for the production, by galvanic action, of pigments—Prussian blues, greens, yellows, and whites, of singular brilliancy. The power, also, appears to have been applied in the process of converting iron into steel; and there was, moreover, a treatise on light, which formed part of the property of the company. The original capital was £50,000, and Mr. Watson and his friend, as managers, were to have £10,000, in the form of twenty per cent. upon the shares. It was announced in the prospectus that the profits *must* be very large upon *any* amount of capital introduced. The company was completely registered in 1854, on the 1*st of April* (day of ill omen!), and it progressed so *favourably* that a dividend of twenty per cent. was soon paid out of *profits*. Disappointed Mr. Purdie now alleges that these profits were the incomings of the company, without taking its expenditure into consideration—a species of profits and a source of dividend not unknown to other companies lately celebrated in legal annals. To cut short the long but interesting details of this company's brilliant career, suffice it to say, that all went on swimmingly, *according to the reports of the directors*, for some time. In 1856, it appears the company converted itself into a new body, on the principle of limited liability. The capital of the new company was £100,000, in shares of £20 each; and it would seem that out of that sum £50,000 was to be paid to Mr. Watson and a fresh colleague, the promoters of the new company, for the patents, the plan adopted being, for every paid share issued by the company, to award an unpaid share, as if it were paid, to the promoters. Paid shares, to the amount of £26,200, were issued accordingly. But early in 1856 a committee of investigation had been appointed to examine into the state of the company's affairs, and an accountant was employed to make a report and analysis of the accounts, the result of which, as exhibited at a meeting of shareholders in April, was that the assets of the company would not avail to pay more than 6*s.* in respect of each share. According to a more favourable estimate, it was calculated that the shares might realise 30*s.* each. In spite of this exposé, the directors refused to dissolve the company; and notwithstanding a prohibition in the Deed of Settlement, they proceeded to borrow money at 9 per cent., and so raised £8,000 In June, 1856, Mr. Purdie, wishing to get some further information as to the actual condition of the concern, wrote to the chairman of the committee of investigation, who opened the unfortunate gentleman's eyes in a most disagreeable manner, by telling him that he himself had, at a very great sacrifice, washed his hands of what he rather unpolitely called "the greatest swindle of the day," and had, as well as other gentlemen, sold his shares to Dr. Watson's colleague at £4 per share. Further inquiry led to the other disclosures stated in Mr. Purdie's petition. Mr. Purdie, it appears, had bought his shares of Dr. Watson, on the strength of the twenty per cent. dividend out of *profits;* the report published at the time declaring that there was a reserved fund after the payment of that dividend; whereas, in truth and in fact, it is alleged, if the expenses of the company had been taken into account, there was, instead of a large profit, a serious loss. In another report, of November, 1854, it was stated that the prospects of the company were very encouraging, the plant being

capable of realising £10,000 per annum profit, and a dividend of £7 per cent. being available. The patents, for which the promoters received £52,000 worth of shares, are now alleged to be of no real value; some of them, indeed, having been allowed to lapse as altogether worthless. The holders of more than two thousand shares have agreed to wind up voluntarily, but that course is opposed by Mr. Purdie; and the question whether that mode of proceeding is to be pursued, or a public investigation is to be instituted, the commissioner has taken time to consider.

Without venturing to express an opinion on the point awaiting judgment, we cannot doubt that it is, at all events, of much importance to the community that the utmost publicity should be given to such a case. It is difficult to calculate to what extent the credulity of persons desiring to make more than ordinarily profitable investments may lead them; but surely such cases as this (provided the allegations of the petition be true), following after the exposure of the British Bank, will induce the most thoughtless and credulous to be cautious into what undertakings they enter. Still, a large proportion of the community, being unfitted by their habits and pursuits for forming a just opinion as to safe investment, must necessarily place confidence in the character and standing of commercial men, who lend their names to public enterprises; and it is, therefore, of the most essential importance that those who dishonestly or carelessly permit their names to be held out as guarantees of the respectability and solvency of such undertakings, should be exposed and condemned when it turns out that fraud and misrepresentation are resorted to in order to keep up the credit of the establishment. In a word, the time has now come when every person who allows his name to go forth as the director of a company must take all reasonable personal trouble to ascertain that he is not duped by managers or other officials, and to know the actual condition and circumstances of the concern. The system of fancy boards must be got rid of, and every director must be prepared to be treated as if he were carrying on the business on his own account specifically. No doubt Mr. Purdie and other shareholders of "The Electric" are not sorry that it was converted into a "limited" company, but their just indignation will not be the less strong against the gentlemen of respectable name who, reporting in favour of a twenty per cent. dividend out of *profits*, induced them to invest their money in Power, Light, and Colour. As to the juvenile inventor of these wonderful contrivances, by which this company was to enrich its shareholders, it does not appear to what extent he is responsible in a commercial point of view. He may very well have believed in his own patent schemes, and may be most gravely disappointed; but he is not by many the first projector of whose labours the result has been *fumus* ex *fulgore*.

Legal News.

HOME CIRCUIT.—KINGSTON.

(Before Mr. Justice ERLE.)

Munster v. *The South Eastern Railway Company.*—*Mar.* 27.

This action was brought for an alleged refusal, on the part of the railway company, to carry certain articles or packages which the plaintiff proposed to take with him as luggage from London to Tunbridge Wells.

Mr. *Bovill* and Mr. *Garth* were counsel for the plaintiff; Mr. *Edwin James* and Mr. *Wollett* for the defendant.

On the 10th of December, 1856, the plaintiff took a first-class ticket at the London terminus for Tunbridge Wells. He had with him, among other packages, a railway rug strapped up, and in which was enclosed a book and another small article or two. This parcel he requested the porter to label and put in the luggage van, but he was informed that it was against the regulations of the company to put articles of that description in the luggage van, and the company's servant offered to take it to the carriage in which the plaintiff proposed to take his seat. The plaintiff, however, insisted upon his right to have it placed in the luggage van, and refused to have it in the carriage with him; it was eventually left upon the platform, and thence conveyed to the lost property office. The same course was taken by the plaintiff upon three subsequent occasions, with the same result. The plaintiff afterwards claimed his property; but the company refused to deliver it up without payment of the charges for warehousing, &c.; and to the count in detinue there was a plea setting up a right of lien for those charges.

At the conclusion of the plaintiff's case, Mr. *James* submitted that the regulations made by the company for the carriage of parcels like those in question were reasonable and proper; and that there was, therefore, no refusal by the defendants to carry, as alleged in the declaration; and, with reference to the detaining of those articles, that the defendants had a lien for their charges in respect of them.

The learned Judge being of that opinion also, a nonsuit was entered, and leave was reserved to the plaintiff to move to enter a verdict for him if the Court should be of a different opinion.

Hale v. *Bates, P.O.*—*Mar.* 30.

Declaration for work done, and expenses necessarily incurred by the plaintiff in travelling and attending as a witness for the defendant, upon the trial of a certain action, viz. *Bates* v. *Elton*. Plea—never indebted.

Serjeant *Shee* and Mr. *Ogle* were counsel for the plaintiff; Mr. *Lush* and Mr. *C. E. Pollock*, for the defendant.

The action had been commenced in the county court, but was removed by certiorari by the defendant.

The plaintiff is an attorney at Bath; and the action was brought under the following circumstances:—Lord C. Gordon was arrested last year by the sheriff of Somersetshire (Sir Arthur Elton), for £103, and the plaintiff induced the sheriff's officer to allow him to go at large, by promising that the sheriff should not suffer for the escape; and he gave his cheque for the £103, as a security for the amount. The judgment debtor was afterwards surrendered again into the hands of the sheriff, and the cheque returned; but the judgment creditor, Bates (the defendant in the present suit), as the public officer of the West of England Banking Company, brought an action against the sheriff for the escape, and in that action the defendant paid 40*s.* into court, and pleaded no damages ultra; and upon the trial at Guildhall on December 9, 1857, a verdict was found for the defendant. On the afternoon of December 8 the plaintiff, being in London, was served with a subpœna, on the part of Bates, to produce the above-mentioned cheque, and attend at Guildhall on the following morning, and so from day to day until the cause of *Bates* v. *Elton* was tried. The plaintiff, on being served, said to the person who served him, that he was very much surprised; that he had intended to have returned to Bath again that evening: and he inquired whether he should be compelled to stop in London, and attend at Guildhall, or whether he might go home; but the only answer he got was a reference to the terms of the writ of subpœna, and an intimation that he must use his own discretion in the matter. In the course of the following day he was subpœnaed on the part of the sheriff, and informed by his agent that he might return to Bath, and that he should be telegraphed for when wanted. The sheriff having succeeded in the action of *Bates* v. *Elton*, his attorney, previous to the taxation of costs, paid the plaintiff for his attendance as a witness at the rate of three guineas a day for eleven days—viz. from the the 8th to the 18th December, and 2*l.* 6*s.* 10*d.* for travelling expenses, amountiug altogether to 36*l.* 19*s.* 10*d.*, on condition that if any part of that sum should be disallowed by the taxing master, the amount so disallowed should be refunded. Upon the taxation of costs the Master only allowed for the plaintiff's attendance during the six days preceding the trial—the other witnesses for the sheriff having been in attendance during that time only—whereupon the plaintiff refunded to the sheriff's attorney the sum of fifteen guineas, in pursuance of the condition upon which his claim had been settled. And he now sought to recover that sum from the present defendant, together with the expenses of another journey from London to Bath and back, which he undertook on Saturday, the 12th of December, to get the cheque mentioned in the subpœna.

Mr. *Lush*, for the defendant, contended, in the first place, that the plaintiff did not remain in London from the 8th to the 12th of December in consequence of the subpœna served upon him on the part of the defendant Bates; and in support of that view he dwelt upon the fact that he did not provide himself

with the cheque mentioned in the subpœna until he went to Bath on the 12th of December; and again, upon the fact that the sheriff's agent told him on the 9th of December, that he might return to Bath, and should be telegraphed for when wanted. Secondly, he contended that, at all events, the plaintiff could not recover three guineas a-day, but only one guinea a-day, and that for his necessary expenses, nothing being recoverable by way of compensation for loss of time: *Collins* v. *Godefroy* (1 B. & Ad. 950). And, thirdly, he relied upon the payment to the plaintiff by the sheriff's agent, and contended that the condition under which a portion of the money was refunded was a fraud upon the law, and the repayment consequently made at the plaintiff's own peril.

Erle, J., in summing up, said, that the question for the jury was, whether or no the plaintiff stayed in town from the 8th to the 12th of December, in consequence of the subpœna served upon him on the part of Bates, the plaintiff in the action of *Bates* v. *Elton*. The plaintiff swore that he did, and no evidence had been called to contradict him; and the conversation that took place between him and the person who served him, as to when the trial would come on, and what he might do about going back to Bath, shows that he was held at arm's length, and would have disobeyed the direct letter of the command of the subpœna at his peril. That being so, it was no defence for the defendant to say that the plaintiff was told by the plaintiff's agent that he might return to Bath, and should be telegraphed for when wanted; that had nothing to do with the defendant or the obedience due to his writ of subpœna. His Lordship then ruled, that there was nothing in the condition under which the plaintiff refunded to the sheriff's agent part of the money received from him, to disentitle him from maintaining the present action; and that only one guinea a day was recoverable for expenses, and nothing for loss of time.—Verdict for plaintiff, five guineas.

Leave was reserved for the plaintiff to move to increase the verdict by ten guineas, if the Court should think the plaintiff could recover for loss of time; and for the defendant to enter a verdict for him if the Court should think the payment by the sheriff's agent an absolute payment, and a bar to the action.

NORTHERN CIRCUIT.—Liverpool.

(Before Mr. Baron Martin.)—*Mar.* 27.

In our number of the 6th ult. we gave an account of the examination of James and Charles Mellor, solicitors, recently in business at Ashton-under-Lyne, on several charges of forgery.

In the course of that examination it was urged that most of the crimes said to have been committed by the prisoners did not come under the legal definition of forgery. It was generally supposed that the case would be one of great length and peculiar difficulty; and many persons were of opinion that the prisoners would escape. The counsel for the prosecution, however, determined to confine themselves to a proof of the one unquestionable act of forgery of which the elder prisoner had been guilty, namely, the fraudulent alterations of a word and figure in the receipt which had been given him by Mr. Fothergill. The grand jury now returned five true bills for forgery against the elder prisoner, James Mellor, but ignored the indictment against the son, Charles.

James Mellor, described in the calendar as a solicitor, sixty years of age, and of superior education, was now arraigned on the charge of having, "on the 24th of December, 1857, feloniously forged a certain acquittance or receipt for money, and with having afterwards uttered the same, well knowing it to be forged." He pleaded Not Guilty. The *Attorney-General* (Mr. Bliss, Q.C.), assisted by Mr. *Leresche*, conducted the case for the prosecution; the prisoner was defended by Mr. *Wheeler*.

The *Attorney-General* said:—Mrs. Clarke employed the prisoner as her agent and attorney, treating him in the most confidential manner. He had up to this time enjoyed a high reputation for honesty and integrity, as well as for professional skill, and she had entrusted him with money to a very considerable amount. Among other persons who had an interest under the will of which Mrs. Clarke was executrix, was a Mrs. Agnes Fothergill, and she claimed on one occasion to have a payment made to her of £450. Mrs. Clarke gave directions to the prisoner to make that payment. The prisoner then sent to Mrs. Fothergill, by a person named Wright, the sum of £150, together with a receipt for that amount, which had been prepared by him. Mr. Wright took the money and the receipt to Mrs. Fothergill, and she, in the presence of her husband, accepted the money, and signed a receipt for £150. Mr. Wright received back the receipt from her, and gave it to the prisoner. Some time afterwards, in the month of December last, Mrs. Clarke, in consequence of something which she had heard, desired her sister, Miss Hart, to go over to Ashton and have some communication with the prisoner. Miss Hart accordingly went to Ashton, called upon the prisoner at his office, and asked him if he had paid Mrs. Fothergill the money. He said he had done so. She then asked him to show her the receipt for it. The prisoner produced the receipt mentioned; but when produced it purported to be for £450, instead of £150, for which it was actually given—the word "one" having been changed into "four," and the figures 150 into 450. Both these alterations had been made in the prisoner's handwriting. The receipt was given up to Miss Hart.

The jury returned a verdict of *Guilty*.

Mr. *Wheeler* said, he had several witnesses to call, who would speak to the previous excellent character of the prisoner. He then produced the Rev. Mr. Parkes, of Ashton, who stated that he, as clergyman of the parish, had known the prisoner most intimately for nearly nine years. Before these unfortunate transactions he had known nothing of him but what was good. His conduct had been that of an honest man and a Christian. He was so considered by all who knew him. The prisoner had a very large family.

Mr. *Wheeler* mentioned that several other gentlemen of the highest respectability—one of them a magistrate—had also attended to bear similar testimony in the prisoner's favour, but as they did not suppose that the case would close so soon they were not then present in court.

His Lordship.—I need not tell you that it will not make any earthly difference to the prisoner. The only effect of such evidence will be to show that he was not only a rogue, but a hypocrite—that's all. He then proceeded to pass sentence on the prisoner in the following terms:—

James Mellor, you have been convicted upon the clearest possible evidence of forgery—of forging a receipt. This is, in itself, a most serious offence. But in this particular case, in addition to being a forgery, it was a robbery. You robbed Mrs. Clarke of £300. You robbed her of that money as clearly, as deliberately, as plainly, as if you had picked her pocket or broken into her house. And, in my judgment, this is worse even than a robbery, because you have effected it by taking advantage of the confidence which she reposed in you as a man of honesty and honour—as a man in whose hands she believed her money to be as safe as if it had been in her own. You abused her trust, and applied this money to your own use, thereby robbing her of it. Now, if this had been the only case against you, it would have been about as bad a case as could possiby be. Most persons must, of necessity, employ attorneys, but ladies more particularly are compelled to do so. It is utterly and totally impossible that a lady like Mrs. Clarke could conduct her business as executrix of Mr. Hart's will, except with the assistance of an attorney. They are employed because they are supposed to be persons of honesty and probity—to say nothing of honour—in whom the greatest confidence can be safely reposed. Therefore, I say, if this had been the only case of the kind against you, it would have been about as bad a case of robbery as could possibly be committed by any one. But I know, from the depositions before me, that this is but one of a series of frauds of which you have been guilty. You committed forgery after forgery, year after year, getting your clerk, a wretched boy in your office, to sign a deed, which purported that he was the owner of a large property; and you thus raised money upon that pretended deed, though it was nothing more than a mere falsehood, written upon parchment. For myself, with the exception of one case—that of a man now dead (Sadleir)—I never heard of forgeries committed in this manner. Whether you imitated his example by preparing these forms of imaginary title deeds, I cannot say. And you are not content with being concerned in this matter yourself, but you must drag your unfortunate son into it also; and he and you together, in consequence, no doubt, of Miss Hart having arranged to come that morning according to her appointment, abscond to America, to escape the punishment of your crimes. A gentleman of the greatest respectability, I have no doubt, has been called to state the impression which your previous conduct had made on his mind. He said that he had always looked upon you as a man of honesty and integrity, and, I think he said, as a true Christian. The only effect of such evidence is to convince me, as I have already said, that, in addition to being a very great rogue, you are also a very great hypocrite; and I should be wanting in my duty if I did not impose upon you the heaviest punishment which the law will allow. A very few years ago, as sure as you are a living

man, you would have been executed for this crime. At your period of life it may matter but little what term of punishment is inflicted. But it is my duty to pass such a sentence upon you as will deter others from acting as you have done. The sentence is, that you be kept in penal servitude for the term of your natural life.

The prisoner, who seemed to be considerably moved by the severe language of the learned judge, but who appeared at the same time to be perfectly resigned to his fate, was then removed from the dock.

COURT OF CHANCERY.

A STATEMENT OF THE BUSINESS IN THE JUDGES' CHAMBERS IN THE UNDERMENTIONED MATTERS FOR THE YEARS ENDING NOVEMBER, 1853, 1854, 1855, 1856, & 1857.

	Summonses originating proceedings in Chambers.					Other Summonses.					Orders for Time to Plead, &c.				
	1853	1854	1855	1856	1857	1853	1854	1855	1856	1857	1858	1854	1855	1856	1857
MASTER OF THE ROLLS..A to K..	100	106	97	125	129	1036	1597	*1955	2539	2410	361	401	432	602	605
" " ..L to Z..	89	106	81	101	133	750	1313	*1562	2148	2101	352	406	†1019	596	482
Totals..........	189	212	178	226	262	1786	2910	3517	4687	4511	713	807	1451	1198	1087
V. C. KINDERSLEY ....A to K..	76	36	52	55	43	711	1170	1014	*1379	1256	166	229	152	389	209
" ....L to Z..	47	38	27	46	25	634	927	1070	*1412	1200	191	233	215	409	239
Totals..........	123	74	79	101	68	1345	2097	2084	2791	2456	357	462	367	798	548
V. C. STUART ....A to K..	47	77	85	69	89	765	*1748	1684	1719	1768	211	502	410	381	342
" ....L to Z..	39	51	46	58	86	670	*1379	1366	1465	1632	213	445	397	315	360
Totals..........	86	128	131	127	175	1435	3127	3050	3184	3400	424	947	807	696	702
V. C. WOOD ....A to K..	40	21	35	37	68	*1214	1435	1482	1647	2105	543	653	588	606	744
" ....L to Z..	37	28	24	27	81	*1082	1405	1506	1587	2056	513	629	634	557	775
Totals..........	77	49	59	64	149	2296	2840	2988	3234	4161	1056	1682	1222	1163	1519

	Advertisements.					Certificates.					Per-centage on Certificates or Receiver's Accounts.									
	1853	1854	1855	1856	1857	1853	1854	1855	1856	1857	1853		1854		1855		1856		1857	
											£	s.	£	s.	£	s.	£	s.	£	s.
MASTER OF THE ROLLS..A to K..	100	148	163	180	153	62	227	295	338	321	290	15	832	10	524	0	949	0	525	0
" " ..L to Z..	93	126	185	148	157	61	187	259	297	330	0	10	138	0	442	10	464	0	649	10
Totals..........	193	274	348	328	310	123	414	554	635	651	291	5	970	10	966	10	1413	0	1174	10
V. C. KINDERSLEY ....A to K..	37	55	68	59	73	38	147	182	222	206	0	10	453	0	150	0	166	0	326	0
" ....L to Z..	33	50	60	68	67	25	124	137	178	171	5	10	12	10	38	10	178	10	380	0
Totals..........	70	105	128	127	140	63	271	319	400	377	6	0	465	10	188	10	344	10	706	0
V. C. STUART ....A to K..	41	139	117	139	134	50	217	266	325	306	0	0	84	0	136	10	186	10	227	0
" ....L to Z..	57	108	105	102	119	78	200	249	280	316	0	0	45	10	155	0	343	10	303	0
Totals..........	98	247	222	241	253	128	417	515	605	622	0	0	129	10	291	10	530	0	530	0
V. C. WOOD ....A to K..	86	96	90	90	91	43	127	191	168	242	0	10	24	0	155	0	157	10	215	10
" ....L to Z..	53	72	101	92	77	39	117	223	196	209	0	0	38	0	95	10	105	10	175	10
Totals..........	139	168	191	182	168	82	244	414	364	451	0	10	62	0	250	10	263	0	391	0

* These include the Vacation Summonses for all the Chambers.
† This includes both divisions during the Vacation.

MURDEROUS ATTACK UPON A SOLICITOR.

At the Police Court at Newcastle-upon-Tyne, on Thursday, the 25th ult., Frederic Swan Todd, of that town, glass bottle manufacturer, was brought up, charged with an attempt to murder Mr. George T. Gibson, solicitor, by stabbing him in the head and neck with a case knife whilst sitting in his office on the previous night. In consequence of the injuries which Mr. Gibson had sustained, an application was made to remand the prisoner until the 30th; and the evidence of a surgeon, as to the extent of the wounds received by Mr. Gibson having been taken, an attorney, who appeared for the prisoner, asked to have him handed over to his friends, who would undertake to keep him in safe custody, on the ground that he was not in a sane state of mind when he committed the assault. The medical evidence was heard by the magistrates, as to the prisoner's alleged insanity; they declined to accede to the application made on his behalf, and he was, therefore, remanded till the 30th ult. On that day Mr. Gibson was so far recovered as to be able to attend the police court; but the surgeon to the gaol having certified that the prisoner was in a highly nervous state, rendering it probable that he would not be in a fit state to appear in answer to the charge for a few days, the magistrate formally remanded the case to Thursday, the 1st of April, when it will be again remanded to the 8th.

ATTEMPTED SUICIDE OF A SOLICITOR CHARGED WITH FORGERY.

Mr. Dennis Trenfield, solicitor, late of Winchcomb, where for many years he held the appointment of clerk to the Magistrates and Commissioners of Taxes, and of registrar of the County Court, besides having a large and lucrative practice in the surrounding district, a few weeks since attempted to commit suicide by shooting himself in the head, at an hotel in London. With great surgical skill, though not till after the lapse of some days, during which his life was despaired of, he was placed out of danger. It was then ascertained that his affairs were considerably involved; and reports were circulated that he had committed numerous forgeries, and he was placed in the custody of the police, an officer remaining with him constantly until he had so far recovered as to be moved to Winchcomb, to undergo an examination before the magistrates. On Monday last he was charged before them with having forged the name of a Mr. Timbrill, and of a clergyman, the Rev. E. Dupré, to a bond for £200, dated February 14, 1854, which he passed to a client named Edwards, who had applied to him to obtain security for that amount. The prisoner had appropriated the money to his own use, and had paid interest to Edwards ever since, the forgery not being detected till the dreadful occurrence alluded to above. The case was clearly proved, and he was committed for trial at the ensuing Gloucester assizes, the magistrates refusing bail. He was in a most desponding state of mind; and, from the injuries inflicted by the pistol, and the mental sufferings he had since experienced, could hardly be recognised. It is said that many other forgeries, and other delinquencies scarcely less criminal, have been perpetrated by him; and it is supposed that his pecuniary embarrassments are attributable to an improvident and irregular course of life.

LAW REFORM AT HOBART TOWN.

Mr. R. W. Nutt, now one of the most eminent solicitors in Hobart Town, and a member of the House of Assembly there, has introduced into the colonial legislature a bill for the relief of executors and administrators, which will probably become law. Mr. Nutt was for many years in a well-known London office, and emigrated in search of fortune as a solicitor. He appears to have now obtained a position of considerable influence. We think that the following abridgment of his speech will be interesting to many of our readers:—

Mr. Nutt observed, that the bill treated of a subject of general interest, not only to the profession but to society at large, and effected an important and radical change in the existing state of the law by which the duties and liabilities of executors are defined. It is an idea, almost universally prevalent, that, if an executor advertises for claims against his testator's estate and pays all those of which he has notice, he is safe in paying legacies and distributing the property as directed by the will, and that he is not afterwards liable to creditors who had not sent in their claims. That impression is wholly unfounded, for an executor is bound to pay the testator's debts to the extent of the assets which come to his hands; and if he pays legacies or divides the assets as directed by the will, leaving any debts unpaid, he is, to that extent, liable to pay unpaid creditors out of his own pocket, although he had no notice of their claims

when he distributed the property; and he is not, as he ought to be, free from such liability, by waiting a year from the testator's death and advertising for claims before distributing the property. The hardship of this state of the law would be illustrated by two examples. Take the case of a merchant or settler dying perfectly solvent, leaving his affairs in exact order, and his books and accounts kept with the precision of a banker. His executor waits a year, advertises for claims, pays all that come under his notice, and distributes the surplus property among the legatees or family of the deceased. Years roll on, and then the executor finds that the deceased had become surety for a friend upon a cash credit, or surety for some public officer, or had given an indemnity or guarantee against some bad title. In such a case the executor would be bound to pay the claim out of his own pocket, and get repayment, if he could, from legatees or next of kin of the deceased, who may have died, or become insolvent, or departed from the colony in the meantime. But take the more common case of one of several trustees. A man may be trustee under a will or settlement and leave the active duties to his co-trustee. That co-trustee may fraudulently, or from an error in judgment, misapply trust funds. The innocent trustee dies, his executors pay all his debts, and distribute the rest of his property among his family, and many years afterwards they may be compelled to pay over a large sum of money in consequence of a breach of trust, of which not only they, but the testator for whose estate they were acting, were equally ignorant. The House should bear in mind that a man's books and accounts, however accurate, never disclose the fact that he has become surety for others, or that he has acted as a trustee or executor in a variety of cases. Unfortunately, too, lapse of time affords no relief in such cases. The hon. member described a case in which a breach of trust occurred in 1801 from mere inadvertence; the trustee died leaving a will, his executors paid all his debts, and divided the rest of his property among his family, and 35 years afterwards were made liable to pay out of their own pockets several thousand pounds. The only remedy for this state of things was, in England until a few years since, and is even now in this colony, a suit in Equity for the administration of the estate; but that remedy is attended with great expense, and if an executor resort to it voluntarily and without notice of any adverse or disputed claims, he may become liable to pay the costs of the suit. The law as it at present stood provided that upon the petition of an executor or administrator, the Court shall refer it to the Master of the Court to advertise for and take an account of the liabilities of a deceased person, and for the subsequent division of his property under the direction of the Court; but this, although a great improvement, did not in his opinion go far enough. He thought that, after the lapse of a year from a man's death, the executor or administrator should be at liberty to advertise for claims, and that after satisfying those of which he had notice, he should be at liberty to divide the surplus assets in his hands among the legatees or next of kin as the case might be, without troubling any court upon the subject, and that, after he has done so, and had filed his accounts with the registrar of the Court, he should be discharged from outstanding claims of which he had notice. In such case the outstanding claimants would still be at liberty to prefer their claims against the legatees or next of kin among whom the assets had been divided, but not against the executor. The average expense of winding up an estate under the proposed Bill would not exceed £7, or if the testator had dealings in England about £12. The 16th section contained another important alteration in the law. At present the agent here of an executor in England is required, on obtaining administration from our Supreme Court, to give his bond, with two or more sureties, for a sum equal to double the amount of the assets here. There was often a difficulty in obtaining such security, and always a reluctance to ask for it, arising from a fear of being asked to become surety in return. The reason why security is required from administrators is that the deceased person has not by the appointment of executors confided his property to their care, but where he has appointed executors the Court is not bound to require security from them, and there can be no reason therefore why any more than the agent's bond should be required from him. Again, under the present state of the law the agent is not released, as he ought to be, when he accounts and remits to his principal, the executor; and therefore this Bill makes an alteration in the law to that extent. An executor proving a will undertakes a troublesome and responsible duty, generally without any remuneration, and one which it is important to the community that honest and cautious men should not be deterred from accepting. The Bill during its preparation had received the concurrence of the Attorney-General, and his subsequent revision. It would not limit in any way the right of creditors, legatees, and others, to sue, nor would it limit or abridge the powers or jurisdiction of the Supreme Court. Although he had every confidence in the soundness of the principle on which the Bill was framed, yet, as it was in advance of the present state of the law in England, it was gratifying to its promoters to know, and it would be satisfactory to the House to hear, that the principle had just received the high sanction of Lord St. Leonards, formerly Sir Edward Sugden, one of our first real property and equity lawyers. So recently as the end of July last that eminent authority had said that an executor or administrator, after giving such notice as would be given by the Court of Chancery in an administration suit, ought not to be liable for distributing the assets in his hands, and that was the principle on which this Bill was framed long before the opinion of Lord St. Leonards reached the colony.

From a return, moved for by Lord Cranworth, for the year ending 11th of October, 1857, it appears that the number of days on which the Country Commissioners in Bankruptcy presided in their respective courts were:—At Birmingham, Mr. Commissioner Balguy, 81; Leeds, Mr. Commissioner West, 92; Leeds District, Mr. Commissioner Ayrton, 195; Liverpool, Mr. Commissioner Stevenson, 168; Liverpool District, Mr. Commissioner Perry, 156; Newcastle-on-Tyne, Mr. Commissioner Ellison, 190; Bristol, Mr. Commissioner Hill, 139; Exeter, Mr. Commissioner Bere, 96; Manchester, Mr. Commissioners Jemmett and Skirrow, 269. Number of days on which the Registrar acted as deputy:—Birmingham, 240; Leeds, 85; Leeds District, 11; Liverpool, 1; Liverpool District, 2; Newcastle-on-Tyne, 95; Bristol, 169; Exeter, 3; Manchester, 40. Number of public and private sittings before the Commissioners:—Birmingham, Mr. Commissioner Balguy, 730; Leeds, Mr. Commissioner West, 444; Leeds District, Mr. Commissioner Ayrton, 646; Liverpool, Mr. Commissioner Stevenson, 574; Liverpool District, Mr. Commissioner Perry, 476; Newcastle-on-Tyne, Mr. Commissioner Ellison, 710; Bristol, Mr. Commissioner Hill, 802; Exeter, Mr. Commissioner Bere, 247; Manchester, Mr. Commissioners Jemmett and Skirrow, 733. Number of public and private sittings at which the Registrar acted as deputy:—Birmingham, 1,076; Leeds, 194; Leeds District, 11; Liverpool, 1; Liverpool District, 2 private sittings; Newcastle-on-Tyne, 65; Bristol, 178; Exeter, 10; Manchester, 63.—*Law Amendment Journal.*

We regret to announce the death, under very painful circumstances, of Mr. J. F. Pratt, solicitor, and clerk to the county court of this town. Mr. Pratt had been involved in pecuniary difficulties, and the importunities of his numerous creditors appear to have brought about a gradual aberration of mind. On Thursday morning, as he did not come down stairs, Mrs. Pratt went up to ascertain the cause, and was horrified to find her husband on the floor in a state of insensibility, with a pistol recently discharged lying near him. It appears that he had effected his rash purpose by firing the pistol into his ear, the bullet lodging in the brain. He lingered till about a quarter to one o'clock, when death ensued. Mr. Pratt was only about thirty years of age.—*Berwick Warder.*

Recent Decisions in Chancery.

Practice—Sale under Order of Court—Opening Biddings—Sale by Sealed Tenders.

Barlow v. *Osborne*, 6 W. R. 315.

Under the old practice, which continued until the Chancery Amendment Acts and Orders of 1852, the highest bidder at a sale by auction, under an order of the Court, obtained the master's certificate to the effect that he was the purchaser of the lot in question, but the purchase was not completed until the Court made an order confirming the master's report. Until that step was taken, the contract was always, and even afterward it was sometimes, liable to be rescinded, by any person—whether a party to the suit or not—desiring to become a purchaser of the same lot, and willing to make such an advance in the purchase-money as would induce the Court to open the biddings. Since the 15 & 16 Vict. c. 80 came into operation, there is, of course, no occasion for any motion to confirm the certificate, which is analogous in the case of a sale under a decree to the master's report; but under the 34th section of that Act, where any certificate of the chief clerk shall have been signed and adopted by the judge, it is binding on all parties, unless discharged or varied. If the certificate has not been signed by the judge, by the 47th order of 16th October, 1852, any party is at

liberty to take the judge's opinion within four days after the chief clerk has signed, and at the expiration of four days from such signature the judge signs, unless some party has obtained a summons to take the judge's opinion. Eight days after the certificate has received the signature of the judge it becomes absolute, if there has been no motion to discharge or vary it. Therefore, where the chief clerk certifies a purchaser at a sale, under an order of the Court, after the last-mentioned period of eight days has elapsed the biddings cannot be opened, except, perhaps, in such a case as would have been sufficient to have opened them after the master's report had been confirmed absolutely. The signature by the judge is equivalent to the order nisi under the old practice; and, therefore, unless in some very exceptional case, an application to open the biddings must be made within eight days from the date of the judge's signature, or it cannot be made at all. This was clearly settled in *Bridger* v. *Penfold* (1 Kay & Joh. 28), and is now affirmed by the decision of the House of Lords, in *Barlow* v. *Osborne*.

It should be borne in mind, that, though the certificate, after it has been signed and approved by the judge, may be immediately *filed*, it does not become absolute until eight days from the date of the signature and approval have expired; whereas the master's report—under the old practice—could not be filed until it was rendered absolute by an order confirming it.

In *Barlow* v. *Osborne*, the sale directed was not a sale by auction, but a sale by sealed tenders, which were to be treated as confidential. The chief clerk had certified that the appellant was the purchaser; but on the day when the judge signed the certificate, the respondent, who was not a party to the suit, took out a summons to open the biddings, whereupon *Stuart*, V. C., made an order (affirmed on appeal by the Lords Justices) to that effect, simply upon the ground that the respondent was willing to give an advance of price. On the appeal to the House of Lords it was contended for the appellant that the rule of the Court as to opening biddings in an auction did not apply to such a case as the present, where there was a special contract, the very form of which was dictated by the Court. The appellant's offer, moreover, by the terms of the contract, was to be treated confidentially, which is quite opposed to the system on which auctions are conducted.

There is no doubt that the Court does apply a different rule in the case of sales under its decree by auction and by private contract; and the point, therefore, in *Barlow* v. *Osborne*, was narrowed to this—assuming the practice as to sales by auction to be what has been stated—whether the sale by sealed tender was to be regarded as a sale by auction, or by private contract? In the latter case, the rule of the Court, which permits the intervention of a stranger to open the biddings on a sale by auction, does not apply. In *Millican* v. *Vanderplank* (11 Hare, 136), *Wood*, V. C., held that where the Master had, in the presence of the parties, approved of a sale by private contract, whether under a special reference or under the 4th General Order of 16th July, 1851, no stranger could intervene to prevent the confirmation of the report; and his Honour refused to disturb the sale on the mere ground that a larger price had been offered subsequently to the contract, and before such confirmation. In order to do so in the case of a sale by private contract, there must be some error or miscarriage in the proceedings, or the price agreed upon must be grossly inadequate.

The policy of this distinction between the rights of purchasers by public auction and private contract in sales directed by the Court, has been frequently called in question. It is calculated, no doubt, to damp the ardour of a bidder at an auction to know that—while he is bound to his bargain when declared the highest bidder—yet, if within twelve days afterwards any stranger should be prepared to give a higher price, he may open the biddings, and thereby set aside the contract that has been made in reference to the property. A sale by private contract can only be set aside upon any one or more of the grounds which we have already stated; and there is no valid reason why a sale by public auction, under the order of the Court, should be set aside upon any other grounds. A mere advance in the price is as good a ground in one case as in the other; but in neither is it any sufficient ground, unless the price is grossly inadequate, or unless fraud be imputed to the intending purchaser. What Lord *Cranworth* suggested to this effect in his judgment in *Barlow* v. *Osborne*, is only what has long been felt in the profession; and it is to be hoped that, inasmuch as the anomaly can only be removed by legislative enactment, some of our Law Amendment Acts of this session will contain a clause putting an end to the arbitrary distinction which has been here pointed out, and enacting that no sale by auction under a decree can be opened unless for the same reason that would be sufficient to open a sale by private contract under a decree.

In the case now before us Lord *Cranworth* was of opinion that a sale by sealed tenders was in effect a sale by auction; his Lordship regarding the various sealed tenders as so many different biddings. Lord *Wensleydale* was of the same opinion, because, though the highest offer was not known until the chief clerk had made his certificate, all others who had tendered could then know what the highest offer was, and ought to be able to bid again if they were so disposed. Lord *Brougham* was inclined to think the two species of sale by no means identical, but rather contrasted. The case, however, by the judgment of the House of Lords was brought within the rule affecting sales by auction; and, therefore, until some change is made in such rule by legislative enactment, a person who shall be declared the purchaser of a property having made the highest offer by sealed tender—an offer, moreover, beyond the reserved bidding for the same property, when it was shortly before offered for sale by auction without finding a purchaser—is liable to have the contract set aside at any time within eight days after the judge has approved of the chief clerk's certificate, certifying the purchase.

Winding-up Acts—Suit against Official Manager.

Robson v. *M'Creight*, 6 W. R. 385.

There never were any statutes which have been so pertinaciously misunderstood as the Winding-up Acts. It was some time before the Courts were fully imbued with the real purpose and principle of the old Acts of 1848-49. This was nothing more than to secure a proper apportionment of liability among the contributories. Creditors were left to their old remedies, the only restriction on them being, that they should, before taking any steps at law, or in equity, first tender a proof of debt in the winding-up, the object of this provision being, to enable the Court the better to ascertain what were the liabilities to be provided for. The consequence of this was, that, after a company was ordered to be wound up, every creditor who had proved had the same remedies at law and in equity against the official manager, which he had before against the company. In *Robson* v. *M'Creight*, this doctrine, after having been again and again established, was once more contested, and once more affirmed. The case was that of an insurance company, which had adopted a form of policy now very common, by which the stock, funds, and property of the company were charged with payment of the sum insured, with a proviso, that shareholders were not to be liable beyond their shares. Much difference of opinion formerly existed as to the operation of such a clause. Whether the directors who signed were personally liable, whether an absolute debt was incurred by the company itself, or whether there was any remedy at all at law, were questions much discussed in a series of cases, including *Hallett* v. *Dowdall* (16 Jur. 462), in which the judges were much divided. Since that time it has been quite settled that, whatever may be the legal rights of the insured in such a case, he is entitled to come into a court of equity to enforce his charge against the property of the company. This was first determined in *Law* v. *London Indisputable Assurance Company* (1 Kay & Joh. 223). It followed, therefore, in the present case, that the plaintiff had a right to file a bill against the official manager to enforce his claim, unless the amending Act of last session had deprived him of the right. That Act (20 & 21 Vict. c. 78), prohibited, in certain cases, the bringing of any action or suit by a creditor until the leave of the Court had been first obtained; but the prohibition was expressly confined to cases where a creditors' representative had been appointed, or at least advertised for. No such step had been taken in *Robson* v. *M'Creight*, and this objection was as unsuccessful as those founded on the earlier Acts.

Another point, which was also held, and which had been decided in some earlier cases, was, that the stock, funds, and property of the company included all the unpaid as well as the paid-up portion of the subscribed capital.

Practice—Expenses of Witness brought up for Cross-Examination.

Davey v. *Durant*, 6 W. R. 405.

The 38th section of the Chancery Improvement Act renders any witness, who has filed an affidavit, liable to cross-examination, and directs that his expenses shall be paid in like manner as if the witness were the witness of the party cross-examining. In the present case the plaintiff summoned a defendant to attend a cross-examination; and the question was whether the defendant, being himself a party to the cause, could claim from the plaintiff his expenses in the same way as any other witness. The Master of the Rolls, after consulting with the other judges, held that he could.

Cases at Common Law specially Interesting to Attorneys.

Practice in Distraining—How Surplus to be disposed of.

Evans v. *Wright*, 2 H. & N. 527.

The question in this case was, as to the proper practice to be followed by a broker, who, having distrained goods, and removed them from off the premises to a convenient place for sale, has realised more than sufficient to satisfy the rent in arrear, and has to dispose of the surplus. It appeared that, after the distress was made, the defendant (who was the landlord's broker) received notice from the plaintiffs that the tenant had previously assigned to them the furniture distrained as security for money advanced to him by them. On receiving this notice the defendant replied, that "he would take care it was properly acted upon;" but as the rent remained unpaid, the furniture was removed to an auction room, and there sold till sufficient was realised to pay the rent due and expenses; on which he stopped the sale, and returned the portion of the furniture remaining unsold to the tenant, together with the balance of the proceeds. The tenant, having afterwards sold the returned furniture, absconded, and the plaintiffs now sued the broker for converting the goods; and a count was added for money had and received by him to the plaintiffs' use. It was alleged in support of this action, that as the broker had received notice from the plaintiffs of the goods having been assigned, he became *eo instanti* a bailee thereof, so far as regarded the surplus, and bound to redeliver them to the proper owner. And with respect to the balance of the proceeds of the sale, it was contended that the statute 2 W. & M. Sess. 1, c. 5, s. 2, which allowed the landlord to leave the overplus of the proceeds of a distress sold with the sheriff, if the owner was unknown, did not take away the real owner's remedy by an action for money had and received. On both these points, however, the Court were adverse to the claim set up by the plaintiffs They denied that any cause of action accrued to them against the defendant, by reason of their giving notice of their ownership in the goods; because the defendant had a clear right, and, indeed, it was his duty, not to take on himself to decide on conflicting claims, but to return the goods, after satisfying the landlord's claim thereon, to the place from whence he took them; and though the tenant afterwards fraudulently sold the property, it did not appear that the defendant had ever used a dominion over it, inconsistent with, or in defiance of, the plaintiffs' title. With respect to the surplus of the proceeds of the sale, sought to be recovered as money had and received by the broker to the use of the plaintiffs, the Court was of opinion that this part of the case was governed by *Yates* v. *Eastwood* (6 Exch. 805); which showed that the plaintiffs' remedy, if any, was in *case* against the defendant for not paying over such surplus to the sheriff under the above-mentioned statute; and that they were consequently precluded from recovering the surplus on the money count, which is founded on contract.

Practice—Several Pleas, when allowed.

Curteis v. *The Anchor Insurance Company*, 2 H. & N. 537.

It appears by this case that permission to place together on the record different pleas, not founded on the same ground of defence so as to violate the pleading Rules, Trin. T. 1853, will not be refused, merely because one or more of them may be open to demurrer. The action was on an annuity bond, and it was wished to plead (in addition to the general issue), 1. That the deed was not a valid one, because certain statutory requisites had not been complied with; and 2. That the deed was illegal, because it had been executed by the directors in excess of their authority, to the prejudice of the shareholders. It was admitted that this last plea was speculative merely, and chiefly founded on a dictum of the Court of Queen's Bench, in their judgment in *The Royal British Bank* v. *Turquand* (5 Ell. & Bl. 248, 261; 6 Ell. & Bl. 327), but it was urged in support of its admission, that different evidence would be required to prove it from that which would maintain the first of the special pleas above-mentioned. Ultimately the Court allowed the pleas as desired, (though they had previously been refused at chambers), but the defendant was placed on terms, and leave given to the plaintiff to reply forthwith, and add a rejoinder or demur.

County Court Practice—Removing Plaint by Certiorari at the Instance of the Defendant.

Ex parte The Great Western Railway Company, 2 H. & N. 557.

In this case it appeared on an application for a certiorari to remove a plaint from a county court, that it had been levied to recover £32, the value of a bull killed on the above railway by a train. The defendants desired to remove the action to the Queen's Bench, because they had been served with a notice from the plaintiff that he should summon a jury; and they believed that a jury of farmers in the neighbourhood would not be an impartial tribunal. Another ground was, that the construction of one of the provisions of the Lands Clauses Consolidation Act, 1845, would probably come into question. The defendants' attorney had, accordingly, applied at chambers for the writ, but it had been refused by *Martin*, B., except on the terms that if the defendants succeeded the plaintiff should not pay more costs than if the case had been tried in the county court. To this condition the defendants' attorney naturally objected; and he was supported by the Court, who observed that if the case had not been one in which the superior court had concurrent jurisdiction—for example, if less than £5 had been claimed as damage—the terms proposed would have been reasonable; but not otherwise, as it must be taken as admitted that the case was one, in the opinion of the judge at chambers, fit to be tried in the superior court.

Metropolis Local Management Act—When remedy given by Statute takes away the Common Law Action.

The Vestry of the Parish of St. Pancras v. *Batterbury*, 2 C. B. (N. S.) 477.

By the Metropolis Local Management Act (18 & 19 Vict. c. 120) it is provided, in the 105th section, that the owners or occupiers of houses in new streets are to pay the expense of such paving as shall be required to satisfy the parochial authorities; and by sect. 225 the mode of enforcing this obligation is provided, viz., by proceeding before two justices of the peace. In the case under discussion, the owner had been required to pay certain paving expenses, and had failed to do so; whereupon the parish had commenced an action, instead of proceeding before the magistrates. It was held, however, by the Court, that the action was not maintainable, on the general principle that, where an Act of Parliament creates a duty or obligation, and gives an express and peculiar remedy, adequate to cover the whole of the right invaded, the remedy so given must be exclusively adopted, and is not cumulative. The only decision which occasioned the Court any difficulty in laying down this doctrine, was the case of *Shepherd* v. *Hills* (11 Exch. 55), in which an action was held to be well brought for certain duties imposed by a local statute, although such duties might be also distrained for; but that case was ultimately distinguished, on the ground that the remedy by distress was not perfect, and also, that the words of the statute were not so express as those used in the Metropolis Local Act in the parallel provision.

Misjoinder of Defendant in Action of Contract, Will not be amended after Verdict.

Wickens v. *Steel*, 2 C. B. (N. S.) 488.

This case is noticeable as being one of the few in which the extensive powers of amendment conferred upon the judges by the Common Law Procedure Act, 1852, have received a restrictive construction. The action was for work and labour as an attorney, in the conduct of a suit, upon the alleged retainer of G. S. & A. S., in which the plaintiffs had been nonsuited. At the trial, the evidence only showed a retainer by A. S.; and the jury returned a verdict *against* him, and *for* G. S., which the judge directed to be entered as a verdict for both defendants. Before it was entered, however, he was asked to amend the record, by striking out the name of G. S.; but he refused to do so, though he reserved the point for the consideration of the Court above. A rule was afterwards obtained to raise the question; and the Court held, in accordance with the opinion intimated at nisi prius, that there was no power to amend the misjoinder as a variance, under the 37th section of the Act, which allows the name of a defendant, improperly joined in an action of contract, to be struck out, if it appears that no injustice will be done by such amendment. In the present case, G. S. had been joined intentionally, with the deliberate purpose of trying to fix him with liability, as was evidenced by the application to strike out his name being only made after the jury had by their verdict negatived his liability. Moreover, that section did not authorise the amendment of a variance *after verdict*, a course for which there was no authority. And with respect to the 222nd section of the same Act, the Court held that the power of amendment given thereby did not apply to the case before them, as there was neither "defect or error" in the proceeding, nor was the amendment necessary for the purpose of determining in the existing suit the real question in controversy between the parties.

It may be observed that in *Robson* v. *Doyle* (3 Ell. & Bl. 396), it was held that the proper course for the plaintiff, in an action of contract, who discovers at the trial that he has misjoined a defendant, is to apply *before* verdict that the name of such defendant should be struck out. So also, although in *Johnson* v. *Goslett* (18 C. B. 728; 25 L. J., C. B., 274) the misjoinder appears to have been amended after verdict, it was remarked by *Cockburn*, C. J., in the case under discussion, that this could only have been done on the question as to amendment being reserved for the opinion of the Court—the amendment must have been applied for at the proper time, viz., before the verdict was given. (See also *Greaves* v. *Humfries*, 4 Ell. & Bl. 851.)

MAGISTRATES DECLINING TO EXERCISE JURISDICTION—DISMISSAL OF INFORMATION ON A PRELIMINARY OBJECTION.

The Queen v. *Brown*, 7 Ell. & Bl. 757.

This was a rule calling upon certain justices to show cause why a mandamus should not issue, commanding them to hear and determine an information exhibited against a part-owner of a coal mine by one of her Majesty's inspectors of mines, for an offence committed under the 18 & 19 Vict. c. 108, the Act by which such mines are regulated. On the information in question being exhibited, the owner was summoned and the information heard; but after the hearing it was dismissed on an objection, taken by the attorney of the party proceeded against, viz., that there were other owners besides his client, and that the Act did not authorise an information against one only of several owners. It was held, however, by the Court, that the rule must be made absolute on two grounds:—First, because the objection itself was invalid, for there was no pretence for saying that on the proper construction of the statute a party charged with personal neglect was not separately liable; and, secondly, because the justices having dismissed the information, on the preliminary objection that the proper parties were not before the Court, they could not be said, in upholding that objection, to have exercised the jurisdiction thrown upon them by law, but rather to have declined it. Wherever the decision of the magistrates was, in effect, that whatever they might think as to the merits, they could not give a judgment, from the want of right parties or any similar objection,—there was a declining of jurisdiction; and this, at whatever period of the proceedings the objection might happen to be taken: otherwise a party would only have to lie by, and thereby turn a preliminary objection into one on the merits.

Professional Intelligence.

PUBLIC EXAMINATION.—Trinity Term, 1858.

Rules for the Public Examination of Candidates for Honours, or Certificates, entitling Students to be called to the Bar.

An examination will be held in next Trinity Term, to which a student of any of the Inns of Court who is desirous of becoming a candidate for a studentship or honours, or of obtaining a certificate of fitness for being called to the bar, will be admissible.

Each student proposing to submit himself for examination will be required to enter his name at the Treasurer's Office of the Inn of Court to which he belongs, on or before Wednesday, the 12th day of May next, and he will further be required to state in writing whether his object in offering himself for examination is to compete for a studentship or other honourable distinction; or whether he is merely desirous of obtaining a certificate preliminary to a call to the bar.

The examination will commence on Wednesday, the 19th day of May next, and will be continued on the Thursday and Friday following.

It will take place in the Benchers' Reading Room of Lincoln's-inn; and the doors will be closed ten minutes after the time appointed for the commencement of the examination.

The examination by printed questions will be conducted in the following order:—

Wednesday Morning, the 19th May, at half-past nine, on Constitutional and Legal History; in the *Afternoon*, at half-past one, on Equity.

Thursday Morning, the 20th May, at half-past nine, on Common Law; in the *Afternoon*, at half-past one, on the Law of Real Property, &c.

Friday Morning, the 21st of May, at half-past nine, on Jurisprudence and the Civil Law; in the *Afternoon*, at half-past one, a paper will be given to the students including questions bearing upon all the foregoing subjects of examination.

The oral examination will be conducted in the same order, during the same hours, and on the same subjects, as those already marked out for the examination by printed questions, except that on *Friday Afternoon* there will be no oral examination. The oral examination of each student will be conducted apart from the other students; and the character of that examination will vary according as the student is a candidate for honours or a studentship, or desires simply to obtain a certificate. The oral examination and printed questions will be founded on the books below mentioned; regard being had, however, to the particular object with a view to which the student presents himself for examination. In determining the question whether a student has passed the examination in such a manner as to entitle him to be called to the bar, the Examiners will principally have regard to the general knowledge of Law and Jurisprudence which he has displayed.

A student may present himself at any number of examinations, until he shall have obtained a certificate. Any student who shall obtain a certificate may present himself a second time for examination as a candidate for the studentship, but only at one of the three examinations immediately succeeding that at which he shall have obtained such certificate; provided, that if any student so presenting himself shall not succeed in obtaining the studentship, his name shall not appear in the list. Students who have kept more than eleven terms shall not be admitted to an examination for the studentship.

The Reader on Constitutional Law and Legal History will examine on the following subjects:—

He will expect the candidates for honours to be well acquainted with the chapters in *Mr. Hallam's Constitutional History*, which give an account of the reign of Elizabeth, and of the Stuarts; of Queen Anne; and of George the First and George the Second. He will expect them to be acquainted with the *History of the Law of Real Property;* the *History of the Law of Libel;* the *History of the Law of Treason;* and with the *History of our Constitution from Magna Charta to the Bill of Rights.* He will expect them also to be acquainted with the most remarkable State Trials, from the accession of Elizabeth to that of George the First. He will expect all who present themselves for examination to possess a competent knowledge of the leading events of English History. The candidates for a pass will also be required to possess an accurate knowledge of the reigns of Elizabeth and of the Stuart Kings; with the events of the Revolution; and with the State Trials during the reign of Charles the Second.

The Reader on Equity proposes to examine in the following Books:—

1. *Smith's Manual of Equity Jurisprudence; Mitford on the Pleadings in the Court of Chancery.* Intoduction; c. 1, ss 1 & 2; c. 2, s. 1; c. 2, s. 2, pt. 1 (the first three pages); c. 2, s. 2, pt. 2 (the first two pages); c. 2, s. 2, pt. 3; c. 3. *The Act for the Improvement of the Jurisdiction of Equity*, 15 & 16 Vict. c. 86.
2. The Cases and Notes contained in the first volume of *White and Tudor's Leading Cases;* and the Cases of Ashburner *v.* Macguire, Townley *v.* Sherborne, Brice *v.* Stokes, Harding *v.* Glyn, Casborne *v.* Scarfe, and Peachy *v.* Duke of Somerset, in the second volume, with the Notes on those Cases.

Candidates for certificates of having passed a satisfactory examination will be expected to be well acquainted with the books mentioned in the first of the above classes.

Candidates for a studentship or honours will be examined in the books mentioned in the two classes.

The Reader on the Law of Real Property proposes to examine in the following books and subjects:—

1. *Joshua Williams on the Law of Real Property;* Fourth Edition.
2. *Particulars and Conditions of Sale;* Sugden's Vendors and Purchasers, s. 2, pp. 11—34; Thirteenth Edition: or, Dart's Vendors and Purchasers, c. 5, pp. 68—112; Third Edition.
3. *The Common Forms of Assurance on the Purchase and Mortgage of Freehold and Copyhold Estates and Leaseholds for Years.*
4. *The Effect of the Disclaimer and Acceptance by Trustees of Trust Estates: Lewin on Trusts*, pt. 2, c. 10; Third Edition.
5. *Hayes on Conveyancing*. cc. 1—4; Fifth Edition.

Candidates for honours will be examined in all the foregoing subjects; candidates for a certificate in those under heads 1, 2, and 3.

The Reader on Jurisprudence and the Civil Law will examine candidates for honours in the following subjects:—

1. The Elements of the Roman Law of Dominion, Servitudes, Mortgages, and Contractual Obligations: *Mackeldy, Systema Juris Romanis Hodie Usitati* (Latin Edition), pp. 249—428.
2. International Rights of Independence, Equality, and Property: *Wheaton's Elements of International Law*, pt. ii. cc. 2, 3, & 4.
3. *De Verborum Significatione* and *De Regulis Juris*. The last two Titles of the Digest.

Candidates for a certificate will be examined in:—

1. *Sandars's Institutes of Justinian*, Books iii. and iv., and also the first Nine Titles of Book ii.
2. International Rights of Equality and Property: *Wheaton's Elements*, pt. ii. cc. 3 & 4.

The Reader on Common Law proposes to examine in the following books and subjects:—

Candidates for a pass certificate will be expected to be familiar with the ordinary steps and course of procedure in an action at law, and will be examined in:—

1. *Serjeant Stephen's Commentaries;* Fourth Edition, Book ii. Pt. ii. c. v. "Of Title by Contract."
2. Those portions of *Archbold's Criminal Pleading* (by Welsby) which treat of the Law of Homicide and Simple Larceny.
3. *Taylor on Evidence* (Last Edition), vol. i. pt. i. "Of the Nature and Principles of Evidence."

Candidates for the studentship or honours will be examined in the above books and subjects, and also in:—

1. The undermentioned Cases from *Mr. Smith's Selection of Leading Cases* (Fourth Edition), with the Notes thereto:—
   Armory *v.* Delamirie—Calye's Case (and in connection therewith, Dansey *v.* Richardson, 3 Ell. & Bl. 144; Cashill *v.* Wright, 6 Id. 891); Lampleigh *v.* Brathwait; Mitchell *v.* Reynolds; Semayne's Case; The Six Carpenters' Case; and Simpson *v.* Hartopp.
2. *Chitty on Contracts* (Last Edition), c. ii. "Of Contracts with Particular Persons."

LAW LECTURES.—Trinity Term, 1858.

Prospectus of the Lectures to be delivered during the ensuing Educational Term, by the several Readers appointed by the Inns of Court.

Constitutional Law and Legal History.

The Public Lectures on Constitutional Law and Legal History will comprise the following subjects:—

The Reader will trace the Origin and Progress of our Constitution and Jurisprudence through the Reigns of the Plantagenets, Tudors, and Stuarts.

In his Private Classes the Reader will follow the same course.

Books.—Blackstone's Commentaries, by Kerr; Parliamentary History; Hallam's Constitutional History; Appendices inserted throughout Hume's History; Statute Book (of the period); Hayes's History of Conveyancing (small 8vo); Lord St. Leonards' Preface to Gilbert on Uses; Fortescue de Laudibus Legum Angliæ (Amos); Millar's History of the Constitution; Sullivan's Lectures; Matthew Paris; Rapin; State Trials (during the period).

Equity.

The Reader on Equity proposes to deliver, during the ensuing Educational Term, Ten Lectures on the following subjects:—

1. Charitable and Superstitious Trusts.
2. The Jurisdiction of Equity to enforce the Specific Performance of Agreements.
3. The Jurisdiction of Equity over Principal and Surety.
4. The Equitable Conversion of Real and Personal Estate.
5. Suits by Creditors and Legatees; and the Administration of Assets.

The Reader will continue with his Senior and Junior Classes the general courses of Equity already commenced. He will also continue in both Classes to explain the leading rules of Pleading in Equity from the work of Lord Redesdale.

The Law of Real Property.

The Reader on the Law of Real Property proposes to deliver, in the ensuing Educational Term, a Course of Ten Public Lectures on the following subjects:—

1. Fines and Recoveries; and the Act for their Abolition, 3 & 4 Will. 4, c. 74.
2. A few Points on the Law of Copyholds.
3. Life Assurance.
4. The Ownership of Land by Unincorporated Joint Stock Companies.
5. Title by Prescription.

In his Private Classes the Reader on the Law of Real Property will refer more particularly to the Cases cited in the Public Lectures. He will also continue his Course of Real Property Law, using the work of Mr. Joshua Williams as a text-book.

Jurisprudence and the Civil Law.

The Reader on Jurisprudence and the Civil Law proposes, in the ensuing Educational Term, to deliver a course of Ten Public Lectures, on the following subjects:—

1. Ancient Codes, and the Characteristics of Primitive Law.
2. The Conception of Equity: its Ancient and Modern History.
3. The Early History of the Law of Persons.
4. The Principles of Legal Classification.
5. The Analysis of Law, and of the Conceptions dependent on it, as effected by Bentham and Austin.

With the Senior Private Class the Reader will continue to read Mackeldey's *Systema Juris Romani Hodie Usitati*, beginning with the section on *Obligation*. On one day of the week he will take a selected title of the Digest. He will also endeavour to form a Junior Class, for the Study of the Elements of Roman Law. This Class, if it be formed, will read one of the Institutional Treatises from the commencement. Gentlemen desirous of joining it are requested to attend at Garden Court on the first Private Class Day, at ½ to 5 P.M.

Common Law.

The Reader on Common Law proposes to deliver, during the ensuing Educational Term, Ten Public Lectures, of which the first three (prior to the recess) will be designed as introductory to the Law of Torts, and the seven remaining Lectures will be devoted to an examination of the principles of Criminal Law and Criminal Procedure, and an inquiry respecting the Writ of Habeas Corpus. These Lectures will be as under:—

The Law of Torts.

Lecture I.—Nature of a Tort considered. Meaning of the words "duty," "injury," and "damage," stated and illustrated. Rights of Action ex Delicto—how they may be classified and analysed.

Lecture II.—Classification of Rights of Action ex Delicto further specified.

Lecture III.—Certain elementary principles connected with the Law of Torts—especially the maxim sic utere tuo ut alienum non laedas—will, in concluding this part of the Course, be stated and exemplified.

The Criminal Law.

Lecture IV.—The ingredients in a Criminal Act examined. Public, how distinguished from Private, Wrongs. Doctrine of our Law as to Criminal Intention. Actus non facit reum nisi mens sit rea.

Lecture V.—General view of our Criminal Law—its various branches and subdivisions.

Lectures VI. & VII.—In these Lectures a sketch will be given of our Criminal Procedure.

Lectures VIII. & IX. will be devoted to an Investigation of the Law of Homicide, Larceny, and Conspiracy.

Lecture X. will be occupied with an inquiry as to the Writ of Habeas Corpus, when it lies, and the proceedings connected with it.

With his Private Class, the Reader will discuss the various subjects above indicated, directing attention to the leading cases illustrative of them. The following Books will be used for reference, with the Private Class:—Smith's "Leading Cases" (4th edit.), Broom's "Commentaries" (so far as it treats of the Law of Torts and Criminal Law), and Archbold's "Criminal Pleading" (last edit., by Welsby).

CHANCERY VACATION NOTICE.

During the vacation, until further notice, all applications which are necessary to be made at the Judge's chambers are to be made at the chambers of the Vice-Chancellor Wood.

Parties desirous to make any urgent special application to the Court during the vacation, are to apply at the said chambers for an appointment.

The chambers of the Vice-Chancellor Wood will be open on Wednesday, Thursday, and Friday, the 7th, 8th, and 9th days of April instant, from eleven to one.

TRANSFER OF CHANCERY CAUSES.

Order of Court.—*Saturday, the 27th day of March*, 1858.

Whereas, from the present state of the business before the Vice-Chancellors, Sir Wm. Page Wood, Sir Richard Torin Kindersley, and Sir John Stuart, respectively, it is expedient that a portion of the causes standing for hearing before the Vice-Chancellor Sir William Page Wood should be transferred to the Vice-Chancellor Sir Richard Torin Kindersley and Sir John Stuart: Now, I do hereby order, that the several causes mentioned in the first schedule hereto be accordingly transferred from the Book of Causes standing for hearing before the Vice-Chancellor Sir William Page Wood to the Book of Causes for hearing before the Vice-Chancellor Sir Richard Torin Kindersley; and that the several causes mentioned in the second schedule hereto be transferred from the Book of Causes standing for hearing before the Vice-Chancellor Sir William Page Wood to the Book of Causes for hearing before the Vice-Chancellor Sir John Stuart.

And this order is to be drawn up by the Registrar, and set up in the several offices of this Court.

(Signed) CHELMSFORD, C.

FIRST SCHEDULE.

Causes transferred to the Vice-Chancellor KINDERSLEY's Book.

Tonge *v.* Sutcliffe (Mtn. for Dec.)
Jones *v.* Jones (Cause).
Rogers *v.* Price (Mtn. for Dec.)
Drakeford *v.* Stubbs (Cause).
Orton *v.* Gilbert (Mtn. for Dec.)
Williams *v.* Rees (do.)
Walker *v.* Thomas (do.)
Munger *v.* Moores (Cause).
Attorney-Gen. *v.* Mathias (Cause).
Haller *v.* Dean (Mtn. for Dec.)
Gibbs *v.* Knight (Mtn. for Dec.)
Boyle *v.* Ibbotson (Cause).
Thompson *v.* Fulwood (Mtn. for Dec.)
Dendy *v.* Dendy (do.)
Bank of London *v.* Hartley (do.)
Farmer *v.* Standford (Cause).
Sloper *v.* Cottrell (do.)
Cope *v.* Evans (Mtn. for Dec.)
Rumball *v.* George (Cause).
Gould *v.* Du Buisson (Mtn. for Dec.)

(Signed) CHELMSFORD, C.

SECOND SCHEDULE.

Causes transferred to the Vice-Chancellor STUART's Book.

Bridges *v.* Jackson (Mtn. for Dec.)
Bell *v.* Child (Cause).
Thomas *v.* Baker (Mtn. for Dec.)
Metcalfe *v.* Wesley (do.)
Brown *v.* Brown (do.)
Eaton *v.* Eaton (Cause).
Wright *v.* The London Dock Company (Mtn. for Dec.)
Carne *v.* Long (do.)
Phillips *v.* West (Cause).
Benson *v.* Tregear (Mtn. for Dec.)
Sullivan *v.* Cowley (Cause).
Harris *v.* Beavan (Mtn. for Dec.)
Attorney-Gen. *v.* Hamner (Cause).
Tanner *v.* Lechmere (Mtn for Dec.)
Bell *v.* Edge (Claim).
Bradley *v.* Nevins (Mtn. for Dec.)
Taylor *v.* Cowley (Cause).
Rossal *v.* Charnley (do.)
Rogers *v.* Stickly (Mtn. for Dec.)
Alford *v.* Parsons (Cause).

(Signed) CHELMSFORD, C.

Correspondence.

DUBLIN.—(*From our own Correspondent.*)

The circuits have now terminated; and the judges of all the law and equity courts, including the Masters in Chancery, have an interval of leisure before the beginning of Easter Term. With regard to the business transacted on the various circuits, it is worthy of remark, that although no heavy record, involving any matter of public interest, has been tried, the number of records has generally increased on most of the circuits. We do not now hear the complaints, so loudly uttered two or three years ago, of the falling off in the civil business. The general prosperity of the country has brought with it a corresponding increase of litigation; and much as the cost of that litigation has been reduced by reforms in the practice of both law and equity, it may fairly be questioned whether the larger number of suits and actions commenced under the new procedure do not compensate both branches of the profession.

When the circuits were struck, and the two most recently appointed members of the judicial bench were appointed to travel the Connaught circuit, it was remarked as a singular coincidence that two judges whose practice had been virtually confined to the courts of equity should be associated in a first essay at common law. The result of the experiment is stated to be, that Christian, J., has shown himself as great on the Nisi Prius Bench as he formerly was at the equity bar. There are even predictions that, in all qualities constituting judicial eminence, he will prove unequalled in the Queen's dominions. Of his learned colleague, O'Brien, J., whose practice—comparatively a very small one—was also in the Lord Chancellor's Court, it is sufficient to say that in trying a cause at Nisi Prius, he is stated to be as tedious and unsatisfactory as the Chief Baron himself.

The Attorney-General (Right Hon. J. Whiteside) has announced his intention of bringing in a Bill to make provision for the judicial transfer of land in Ireland. Being the only Irish law officer in Parliament, he is necessarily charged with all the law measures, notwithstanding that he has not had the advantage of any practical acquaintance with equity procedure or the law of real property. The outlines of his plan have not as yet transpired; and his own organ in the Dublin daily press has preserved complete silence on this important subject. It is well known that the Incumbered Estates Commission, under which land has been transferred since 1850, will expire by efflux of time in the month of July next. Lord Palmerston's Government had declared their intention of perpetuating that system; and finding that fictitious charges were often created by landowners, for the express purpose of bringing their property within the jurisdiction of the Incumbered Estates Court (as appears by the blue-book issued by the committee of inquiry, 1856), it was intended to enable that Court, when placed on a permanent basis, to deal with all estates, unincumbered as well as incumbered, wherever a contract for sale had been entered into. A Bill for carrying out these objects was actually drawn, when the recent change of administration put an end to the plan. The new Attorney-General has always been a determined and consistent enemy of the Court which confers "parliamentary title," and is, perhaps, the only member of the legal profession in Ireland who is decidedly averse to the continuance of a system generally admitted to have worked admirably. He considers that if the power of conferring this title be perpetuated, its exercise should be confided to the judges and masters in chancery. We may, therefore, expect to see a Bill introduced by him after Easter, having for its object the discontinuance of the Incumbered Estates Court, and the enlargement of the jurisdiction of the Court of Chancery. Whether this scheme will meet with the approbation of the Legislature remains to be seen. We are forcibly reminded of the fate of a Bill introduced by the late Attorney-General for Ireland (J. D. Fitzgerald), in the early part of 1856, for the purpose of accomplishing the double object of assimilating the Irish Court of Chancery to that in England, and of perpetuating the system of Parliamentary title. That Bill proposed the gradual extinction of the offices of the Masters in Chancery, and the appointment of Vice-Chancellors, with a suitable staff of clerks, to whom should be entrusted not merely the ordinary business of the equity courts, but the investigation of title, and all the other functions now performed by the Irish Incumbered Estates Court. This Bill met with strong opposition from nearly all sections of the House, and was eventually shelved by a select committee, whose report, not very coherent in some respects, was strongly in favour of the perpetuation of the powers of the Incumbered Estates Court, while it at least sufficed to put out of the question, for the time, any amalgamation of the rival courts. There is no reason for supposing that the opinion of the House of Commons has since undergone any material change; and we therefore anticipate that any measure emanating from Mr. Whiteside, if it embody his own avowed sentiments on the question, will not meet with a favourable reception.

All the superior courts of justice being for the time closed, the attention of the profession and of the public is more directed than it otherwise would be to the magisterial investigations into the Trinity College affray, on the hearing of summonses and cross-summonses, now proceeding before Messrs. Stronge and M'Dermott. This case has been proceeding for four days, and promises to occupy a week longer, as more than a hundred witnesses, it is stated, remain to be examined. Mr. Donogh, Q.C. (special), very ably assisted, conducts the case on behalf of the college authorities; while Colonel Browne and his police are represented by O'Hagan, Q.C., and Lynch, Q.C. Not the least of the difficulties to be encountered by the first-mentioned set of complainants, is that of identifying the individuals charged by them. No witness has up to the present time been able to swear to the features of any particular policeman, although the denominating letters and numbers of some of the force have been distinctly sworn to. The police authorities have hitherto refused to give any information which would supply the missing link in the chain of evidence, although they reiterate their desire for a full and searching inquiry into the affair; and, although one of the magistrates engaged in the investigation has expressed his opinion that from the police authorities, as public servants, every kind of information likely to further the ends of justice may reasonably be required.

A charge of a singular nature, recently brought before another of the police magistrates, has just been compromised—not without some grave doubts as to the legality of the compromise. The circumstances were as follows:—A car-driver had occasion last week to enter the square of a cavalry barrack, near this city, and while leaving it he was severely wounded in the leg by shots, discharged from some kind of air-gun. The aggressor turned out to be Captain B., of a well-known Scotch regiment, who at an adjoining window was thus engaged in the practical study of projectiles at the expense of the prosecutor, who was a perfect stranger to him. Counsel for Captain B. represented that the injury was unintentional; that the engine made use of was not a deadly weapon, but a toy; and that the whole affair was meant as a "harmless joke." The case being remanded, the car-driver in the meantime was induced, in consideration of the payment of £100 and his costs, to withdraw the charge. On the adjourned hearing yesterday, Mr. Porter, the magistrate, stated that, as he was convinced that no injury had been intended against the complainant, he had caused copies of the informations to be laid before the Solicitor-General, with a request that he would give his advice and opinion as to whether the charge was one capable of being legally compromised. The Solicitor-General replied, that the magistrate was at liberty to take his own view of the case. He (Mr. Porter) was of opinion that

this charge amounted only to a misdemeanour, of which a compromise was not merely tolerated, but was encouraged by the law. The charge was then withdrawn, and the matter ended.

It does not appear that the Solicitor-General gave to the magistrate's application any reply that did more than leave the latter functionary to act on his own responsibility; nor can we assent to the magisterial proposition that the law encourages the compromise of misdemeanours. Mr. Porter must be very ill-informed as to the principles of criminal jurisprudence, if he thinks that pecuniary compensation will atone for misconduct like that brought under his notice, or will oust the magistrate of his jurisdiction as a guardian of the public safety. Granting, however, that when a charge of misdemeanour is not pressed, a magistrate ought in no case to interfere further, it does not seem clear to our apprehension that the offence in question was a misdemeanour. Whether or not there be an intent to wound or do other bodily injury, is a matter for the determination of a jury, on looking at all the circumstances of the case; and where a passer-by is struck by a dangerous missile in a thoroughfare or open space, very slight evidence indeed of a malicious intent will suffice. It may be doubted whether the magistrate in this case would not have better discharged his duty by sending the case for trial on public grounds. That course would have operated as a warning to practical jokers, who are now, on the other hand, encouraged to perpetrate such jokes, provided they can afford to compensate their victims.

THE CASE OF POOLEY *v.* QUILTER.

To the Editor of The Solicitors' Journal & Reporter.

Sir,—I have read with attention the case of *Pooley* v. *Quilter*, and your leading article thereon, and I confess I am still at a loss to discover on what grounds a bargain made between two persons, both of full age, and, it is to be presumed, of ability to manage their own transactions, was set aside. It seems to me a judgment based on the same unsound principle which regulates the Court of Chancery with regard to reversioners, which, by over-anxiety to protect the interests of reversioners, really injures them, and prevents any prudent man from buying their property.

Something akin I notice in the same paper—the profound observation of Mr. Lawrance, that it ought to be made penal on attorneys to receive more than £— per cent.!—the precise point at which innocence is to cease and guilt to commence he not having condescended to inform us.—Yours obediently,

W. L. O.

ABOLITION OF FINES AND RECOVERIES ACT.

To the Editor of The Solicitors' Journal & Reporter.

Sir,—Can you, or any of your readers, inform me, whether a perpetual commissioner appointed to take the acknowledgments of married women can exercise his office in any part of England, or whether his functions are limited to the two counties formally named in the appointment?—Yours faithfully,

March 31, 1858. A Subscriber.

DOMESTIC SERVANT.—RIGHT TO WAGES.

To the Editor of The Solicitors' Journal & Reporter.

Sir,—If a *domestic* servant, under a yearly hiring, absents herself from her master's service *against his express orders*, does she not thereby forfeit her right to any wages even for the time she has served?

I am aware that if the master discharges a servant for *misconduct*, she can claim wages up to the time of dismissal; and also that the contract can be terminated by a month's notice or wages, irrespective of any misconduct. But the point I desire information upon is, whether a domestic servant, who absents herself against express orders, does not thereby rescind the year's contract under which she was engaged? And if any of your readers will favour me with a decision in point, they will oblige, Sir, A Subscriber.

PERPETUAL COMMISSIONERS' INTEREST.

To the Editor of The Solicitors' Journal & Reporter.

Sir,—The "Act to remove Doubts concerning the due Acknowledgment of Deeds by Married Women in certain Cases" (17 & 18 Vict. c. 75), recites, that "it is apprehended that deeds executed by married women, under the provisions of the said Act (3 & 4 Will. 4, c. 74), may be liable to be invalidated by the circumstance that . . . one or both of the commissioners taking the acknowledgment, *may be* or may have been interested or concerned, *either as a party or otherwise*, in the transaction giving occasion for such acknowledgment, and it is not expedient that deeds executed in good faith under such circumstances should be invalidated."

The first section of the Act then enacts, that "no deed which has been acknowledged, or which shall *hereafter* be acknowledged, by a married woman before . . . two of the perpetual commissioners . . . shall be impeached at any time after the certificate has been filed of record . . . by reason only that such . . . commissioners, *or either of them*, was or were interested or concerned *either as a party* . . . or as attorney, or solicitor, or clerk to the attorney or solicitor of one of the parties, *or otherwise*, in the transaction giving occasion for such acknowledgment."

The third and last section of the Act enacts, that "the Court of Common Pleas may, from time to time, make any rules, which to them may seem fit for preventing any commissioners interested or concerned as aforesaid from taking any acknowledgment under the said recited Act."

The Act was passed on the 7th August, 1854; but up to the present time no such rules as those above referred to have, I believe, been made.

Can there, therefore, be any doubt as to the legality of my acting as one of the perpetual commissioners in a case in which I myself happen to be professionally concerned for the vendors (one of whom is a married woman, and requiring to acknowledge the deed) and am also a party to the deed as a trustee for certain purposes?—I am, &c.

Bristol, March 31. A Perpetual Commissioner.

Review.

Outlines of Equity. By Freeman Oliver Haynes, of Lincoln's-inn, Barrister-at-law, and late Fellow of Caius College, Cambridge. Cambridge: Macmillan & Co. 1858.

Mr. Haynes is the equity lecturer appointed by the Incorporated Law Society, and the present little book is the substance of a series of lectures delivered by him in that capacity. From the rather unusual course of selecting a Cambridge publisher, we should infer that the main purpose of the book is to supply a short and easy manual for undergraduates who desire to go in for law without the necessity of burdening themselves with a formidable amount of legal cramming. We do not know whether the nature of a Cambridge examination is such as to render a slight and graceful narrative of the salient points of the history, procedure, and principles of courts of equity a sufficient substitute for severer reading; but if it is, Mr. Haynes' publication will probably become the accredited class-book. We prefer, however, to consider it in its original character, as a brief resumé of equity, intended to stimulate rather than to satisfy the inquiries of youthful students.

It is no disparagement to Mr. Haynes to say, that the general scheme and arrangement of his lectures follow very closely the course of the well-known text-books of Spence and Story. When he had once determined to take for his subject a general view of the whole jurisprudence of our equity courts, it would have been idle affectation to attempt much originality. Mr. Haynes indeed, in his first lecture, declares, that he will be perfectly satisfied if, by hearing his lectures, students should be induced to explore the larger treatises, and does not pretend to disguise the extent to which he has entered into the labours of those who have gone before him. At the same time he claims—and we think with justice—the credit of having laboured as well as borrowed. Notwithstanding a strong family likeness which betrays their paternity, the lectures are far from being a mere lazy abridgment of the more important works to which we have referred. The great object to be kept in view in quasi popular lectures addressed to an audience of learners, is to present the subject in as attractive a form as its nature admits. A little antiquarian discussion in one place; a personal narrative in another; and a sketch of the opinions pro and con. as to the efficiency of rival courts and the success of modern reforms, help to relieve the dry-as-dust character which a course on equity jurisprudence is apt to assume. In this respect, the earlier lectures, which treat of the history of the Court of Chancery, the rise of the several branches of the court, and the progress of its distinctive principles, are more happy than the subsequent discussions on the special heads of equity jurisprudence. In the latter it is impossible not to see that the lecturer's style is cramped by the narrowness of the limits imposed upon him; and each successive lecture becomes more and more like a dry epitome, until at last the popular and taking character is almost entirely lost. This is the fault not of the execution, but of the selection of the subject. A review of all the

heads of equity jurisdiction in half-a-dozen lectures, can be little more than a table of contents, and we think Mr. Haynes would have been wiser if he had confined himself to one division only of so extensive a subject. We should not in any case expect exhaustive treatment in a work of this kind, but although it is quite legitimate to condense a lecture which is designed only to introduce the student to more extensive reading, it is a great mistake to carry condensation to such a pitch as to destroy the attractiveness which nothing but occasional dilation on particular points can give. Mr. Haynes has struggled with some success against the difficulty which the magnitude of his self-imposed task created, but he would have been more successful if a part of the entire subject had been selected as affording sufficient material for so short a course of lectures. The most happy of all the series of lectures which have been delivered at the Law Institution were those upon Contracts, by the late J. W. Smith; and this, although in great measure owing to the gift which the lecturer possessed of conveying information in a clear and attractive form, was also attributable, at least in part, to the manageable compass of the subject chosen for exposition. It would have been easy for an equity lecturer to select an equally limited portion of his field for elucidation; and almost any one of Mr. Haynes' lectures might have been developed with advantage into an entire series. Thus the last lecture, on Injunctions, which is now only a meagre enunciation of some general principles, with very little to relieve it except the facetiously quaint judgment cited from *Burgess* v. *Burgess*, might have been amplified by a more copious discussion of particular cases which are absolutely essential for the guidance of the student in a department of equity where it is always easy to lay down general doctrines, and often very difficult to apply them to particular facts.

In some of the digressions into which the lecturer runs on the comparative merits of law and equity, and on the operation of recent amendments of the law, we cannot altogether agree with his representations. Thus, in comparing common law special pleading with the open pleadings of courts of equity, he falls into an error into which most persons, on a first consideration of the subject, are betrayed. He takes the theory for the fact, and assumes that it is a real assistance to a jury to have the issues sifted from the law and severally tested before them by the evidence on one side and the other. But, in point of fact, this aid was scarcely felt at all when the theory of pleading was in its perfection under the operation of the new rules, which have now yielded to the more lax practice introduced by the Common Law Procedure Acts. The issues in any complicated case were so numerous, and they were of necessity so much mixed up of law and fact, in consequence of the doctrine, that the legal effect of facts, and not the facts themselves, were to be pleaded, that a jury was generally more bothered than helped by the scientific pleadings. Indeed, it was no uncommon thing for a jury to be quite satisfied as to the effect of the verdict they meant to give, while it tasked all the ingenuity of a number of trained lawyers to say how the issues ought to be entered in order to give effect to the substantial finding. Thus, instead of deciding the issues, and through them determining the controversy, it quite as often happened that the jury determined the substance of the controversy without having the faintest conception of the verdict they had given on each particular issue. Just in proportion as the common law system has been made to approach to the equity method of pleading at large, have the proceedings of common law courts been simplified; and we can only account for Mr. Haynes' deference to the old superstitions of Westminster Hall, by supposing, that, as an equity barrister, he was loath to discuss them in what might be thought a spirit of severity. He is equally lenient, however, towards the defects of equity procedure. He recognises the advantage, on the score of rapidity obtained by the abolition of the masters' offices, without noticing the growing tendency of the chief clerk's régime, to degenerate into a too faithful imitation of that of their predecessors. He observes upon some of the defects of the examiners' offices, but quietly assumes that a cross-examination in a private room, at a period of a cause when it is too late to contradict any falsehood that a witness may persist in, is a sufficient guarantee for the truth of the affidavit evidence, on which the greater part of the business of the Court of Chancery is based. It was not at all incumbent on Mr. Haynes to entertain these polemical questions; and it would have been better to have dropped them altogether, than to have handled them as he has done. But if the book will not greatly aid law reformers, or law practitioners, it promises to be of real service to the student-class, for whose use it was compiled, and to whom we cordially recommend it.

Parliamentary Proceedings.

HOUSE OF COMMONS.

Friday, Mar. 26.

The Probate Court.

Mr. Warren gave notice that on an early day after the recess he should call the attention of the House to the operation of a clause in the Act establishing the Court of Probate, and a recent ruling of the judge of that court, with reference to the right of barristers-at-law, and the profession generally, to practise in that court in non-contentious as well as contentious business.

Redistribution of Circuits.

Mr. Warren asked the Secretary for the Home Department whether the Government were taking any steps to carry into effect the recommendation of the Common Law (Judicial Business) Commissioners' Report, particularly with reference to the re-distribution of the circuits; and, if so, whether by the authority of the Crown or by Act of Parliament; and whether such arrangements would be complete against the ensuing summer circuits? He should also like to know whether any additional correspondence had taken place between the Home Office and the Lord Chief Justice?

Mr. Walpole said, that no additional correspondence had taken place between the Lord Chief Justice and the Home Office. With respect to the other questions, the re-distribution of the circuits must depend entirely on the Bill before Parliament relating to Manchester, for until it could be arranged at what time the assizes at Manchester should be held it would not be advisable to make any re-distribution of the circuits in other parts of the kingdom. He, therefore, thought there was no chance of any new arrangements being complete before the summer circuits.

Compensation under the Probate Act.

Sir W. Heathcote asked the Chancellor of the Exchequer what means had been taken by the Government to bring under adjudication the claims of the several parties who might be entitled to compensation under the Probate Act of last session?

The Chancellor of the Exchequer said, that the claims already sent into the Treasury were very considerable, the least estimate he could put them at being a quarter of a million sterling. The House would therefore perceive that this was not light matter for adjudication to take place on. It was quite impossible for the common staff of the Treasury in the fulfilment of its duty to meet such an exigency, and therefore he thought it right to issue a Treasury commission, to which those claims would be submitted, and he should ask a member of the Government to preside over it—namely, the Judge-Advocate; and he had invited and obtained the consent of two gentlemen, not members of that House, to be commissioners, whose names would be a security to Parliament for the able and efficient performance of their duties—namely, Sir S. Northcote, who had very considerable experience in matters of this kind, and Mr. Follett, the taxing-master of the Court of Chancery.

Department of Justice.

Mr. W. Ewart inquired of the Chancellor of the Exchequer whether any measures were being adopted by the Government for the establishment of a Department of Justice, to superintend passing Bills, and to simplify the phraseology of the law?

The Chancellor of the Exchequer said, that the Attorney-General had the other night intimated the intentions of the Government in this direction, and given some explanation of the course they intended to pursue with respect to the consolidation of the law; but they had not yet had an opportunity of duly considering the particular proposition referred to by the hon. member.

The Scotch Law of Bankruptcy.

(*Continued from* p. 445.)

(*From our Edinburgh Correspondent.*)

Having explained the nature of bankruptcy, and the extent of its application, we now propose to explain shortly,

3. *The Procedure on the Application.*—The application may be made to the Court of Session in any case; but where the debtor has for a year resided or carried on business in one county, the application may be made to the sheriff (i. e. the judge who corresponds to the county court judge, but with a much larger jurisdiction, both civil and criminal) of that county.

If the application be made to the sheriffs of two different counties, the later is transferred to the first in date; if both applications were made of the same date, the Court of Session (the supreme civil tribunal), on appeal, decides before which sheriff the procedure shall be carried on. If the application was originally made to the Court of Session, *it remits it* after awarding sequestration to the county where it considers that the proceedings in it can most conveniently for the creditors be conducted.

Any creditor may, on the presenting of an application for sequestration, apply to the Court to order steps to be taken for the interim preservation of the estate, either by the appointment of a judicial factor (*i. e.* receiver or messenger, I don't know which), who finds security and receives such powers as the Court may deem necessary, or in any other way that circumstances may require; and, after sequestration is awarded, the sheriff of the county may order the books of the bankrupt to be taken possession of, and his premises to be locked up, and placed in charge of an officer of court. In either case, however, this custody by the court continues only till the first meeting of creditors, when the whole charge of the bankrupt's books and property passes into their hands. This limitation of judicial interference marks very strongly the direction in which experience points in legislating on the subject of bankruptcy, and the jealousy with which the leading principle of the Scotch law of bankruptcy is maintained; for, prior to the last statute, the Court was bound, in awarding sequestration, to appoint an officer, termed an interim factor, to take possession of the estate until the creditors met; but at no time did official custody continue beyond that period.

The sequestration is awarded immediately on the presenting of the petition, if it is by or with the consent of the debtor, or, if dead, of his successors; if without such consent, the petition must be intimated to the debtor, or his successors, by service, either personal or at the dwelling-house or place of business, or, if the parties are out of the country, by edictal citation (*i. e.* intimation recorded in a register kept for the purpose at Edinburgh, and which is periodically printed). In either case, intimation is also made by advertisement in the *Edinburgh Gazette*.

The *inducia* (*i. e.* the period allowed for compearance) must, where the parties are within the country, be from six to fourteen days, when out of the country twenty-one days. At the diet (sitting of the Court on the day) of compearance, the debtor or his successors may either pay the petitioning creditor's debt, and the debts of any other creditors who compear and concur in the application for sequestration, or he may dispute his liability to sequestration. If, however, he does not personally or by others appear, or appearing is found liable to sequestration, and the proceedings of the petitioning creditor have been regular, sequestration of his estates is at once awarded. This instantly divests him of his whole property, real and personal, and transfers it to his creditors; all that he may acquire prior to his discharge likewise falls to them; and, as the sequestration itself operates as a notour bankruptcy, even where notour bankruptcy was not essential to its adjudication, all prior alienations, which that status of insolvency renders voidable, may be reduced (*i. e.* set aside) by the creditors. That no delay may prevent this regulation receiving full effect, the sequestration is held to be of the date of the first deliverance upon the petition.

Immediately on the sequestration being awarded, the party who petitioned for it is bound to advertise it in both the *London* and *Edinburgh Gazettes*. He must, besides, transmit a notice of it to Edinburgh for registration in the register of inhibitions. This is a register of judicial inhibitions obtained at the instance of debtors against their creditors alienating or further burthening (*i. e.* charging) their real estate with debt. The registration operates as notice, and entitles creditors to reduce any subsequent deeds affecting the estate.

The sequestration cannot in any way be appealed so as to delay the procedure under it. But within forty days of the award of sequestration any creditor, or the debtor himself if it was awarded without his consent, may present a petition to the Court of Session praying for its recall. This application may be founded on matter whether before the Court in awarding it or not. Any matter which would have been sufficient to prevent the award will suffice for its recall. Even after the lapse of forty days it may be recalled on the petition of nine-tenths of the creditors.

4. *With regard to the Protection and Allowance to the Debtor.*—When sequestration is to be awarded, the debtor may apply for a protection from imprisonment for civil debt. If this is granted, he must within a week advertise it in both the *London* and *Edinburgh Gazettes*, otherwise it is of no effect. If, however, he be already in prison for debt, he may apply to be liberated. But the sheriff or the Court of Session may, on cause shown, refuse either application. And the protection, *even if granted*, is in force only until the first meeting of creditors, after which the granting or withholding of further protection is made absolutely dependent upon the pleasure of a majority of the creditors. They also decide upon the time during which, if granted, it shall remain in force; and may also, by a majority of four-fifths in value, grant the bankrupt an allowance not exceeding three guineas per week till the period for payment of the second dividend.

But the last Act gives power to the creditors at their first or any subsequent meeting, to resolve, by a majority having four-fifths in value of the claims, that the estate ought to be wound up under a deed of arrangement. If this course be resolved upon, the sheriff, or Court of Session, on the application either of the bankrupt or his creditors, sist (*i. e.* stay) all further procedure in the sequestration for the period agreed upon, which must not exceed two months. This application may be opposed, and the granting of it is in the discretion of the Court. Within the period of the sist a deed of arrangement, signed, may be presented to the Court, which orders such intimation of it to be made as may seem proper; and, after hearing any opposing parties, approves or disapproves. If approved of, all the creditors are bound by it, and the sequestration is at an end, except to the effect of cutting down deeds or preferences which would have been invalid or voidable under it. If the deed, however, is not timeously presented, or is not approved of, the sequestration proceeds in ordinary form.

It will not be uninteresting to explain now the times and mode of holding those meetings of creditors on which so much power is conferred.

1. *As to the Mode of Calling the Meetings.*—In awarding the sequestration, the day on which, and the place where, the first meeting of creditors is to be held, is appointed. The order is advertised in the *Edinburgh Gazette*, along with the award, and the day must be so fixed that it shall not be less than six, or more than twelve, days after the date of the advertisement appearing. It will thus in general be from six to fifteen days after the awarding of sequestration. The second meeting is directed to take place from six to fourteen days after the bankrupt's public examination, and is called by the trustee (assignee), who has by this time been elected. It is also advertised in the *Gazette*, and notice of it is given by letter to every creditor who has lodged a claim, or has been mentioned in the "state of affairs" made up by the bankrupt. Subsequent meetings are called in a similar way. Letters need not, however, be sent to creditors for less than £20, unless they shall require in writing that this be done. The trustee may at any time call meetings, and he is bound to do so whenever required by one-fourth of the creditors. Any commissioner may also, with notice to the trustee, call meetings. The commissioners are elected by the creditors to advise with the trustee; to audit his accounts; to settle the dividends to be paid; and to superintend in other respects, but not to control, the trustee, except by calling a general meeting of creditors; they need not themselves be creditors. The accountant in bankruptcy has also power to direct a meeting to be called, and the Court of Session or the sheriff may order a meeting to be called to re-consider any resolution which has been appealed against.

2. *Manner of voting at Meetings.*—Unless a different rule is expressly prescribed, votes are determined by a majority in value of the creditors present, or represented by mandatories (proxies). To entitle any creditor to vote either personally or by mandate there must be produced at the meeting an affidavit of his debt, with the account and vouchers requisite to support it. Strict legal proof of the debt is not at this stage required. It is enough if the vouchers are, ex facie, regular, and sufficient to make it reasonably certain that the debt is truly due. The affidavit must specify any collateral obligants he may hold, and any security that he may hold for any portion of the debt over property belonging to his debtor. A value must be put upon these obligations and securities, and deducted from the debt, the balance being taken as the amount of debt for the purpose of voting, as a check. The majority of creditors present at the meeting (exclusive of the valuer) may then and there, or the trustee may within two months, require such party to grant a conveyance of such obligation or security, on payment of twenty per cent. above the declared value, unless the party so valuing shall, before such requisition, have corrected his estimate by a new valuation.

These rules apply to voting at all meetings of creditors. A rule applicable only to the voting at the election of trustee, is, that no debt acquired after sequestration (in Scotland debts

may be assigned), except by succession or marriage, can be claimed on.

A debt may be disputed by another creditor, and evidence will be received to support or rebut the objection; but only such evidence—generally documentary—as will be at once decisive; the dispute referring to a mere claim to vote. When the objection is one of form, the claim may be allowed to be amended on the spot.

A claim to vote at one meeting duly supported by affidavit and vouchers, will be admitted at a future meeting without new proof. At meetings after the first, the creditors whose claims to vote have been already admitted, decide on the validity of new claims, subject to appeal to the sheriff. It is important, therefore, to know the method of deciding at the first meeting, and we proceed to detail, therefore,

3. *The Procedure at the First Meeting.*—Unless it be resolved to apply for a sist to permit a settlement under a deed of arrangement, the main duty of the first meeting is to elect a trustee and commissioners. To obtain a speedy decision on the validity of the claims tendered for the purpose of voting on this question, the statute authorises any two creditor to require that the sheriff shall attend and preside at that meeting. If he does, he may at once decide on any objections made to votes, or to the candidates proposed; or he may make a note of the objections and answers, and hear the parties within four days, and then decide which candidate has been elected trustee. If the sheriff's presence is not required, the meeting elect a preses (chairman), who reports to the sheriff; and if any objections have been taken, short written notes of such objections must be lodged (filed) within four days, along with the answers thereto by the parties, and the sheriff, after hearing parties, decides upon the election; and whether present or absent, his decision is final. The minutes of meeting are written by the sheriff-clerk when the sheriff is present; by a clerk appointed by the meeting when he is absent.

Each candidate for the trusteeship must, before the election, offer caution (security) to the extent fixed by the meeting; and the sureties offered must be approved of by the meeting.

The trustee may be either a creditor or not. In the larger bankruptcies, it is common to elect professional men to the office. If a creditor, he must not have an interest in respect of his claim or otherwise adverse to that of the general body of the creditors.

The candidate failing is generally made to pay the expenses (costs) incurred in the contest. They are never allowed to come out of the estate. The election of a new trustee, when necessary, is conducted in the same manner.

After electing the trustee, the meeting proceeds to the election of commissioners in the same manner.

At this meeting, the bankrupt is bound to give in his state of affairs, signed, and containing a detailed account of his whole property in possession or expectancy—the debts due to him, and the names and designations of his creditors—which is engrossed in the sederunt (minute) book.

4. *Title, Powers, and Duties of the Trustee.*—When his election is declared he lodges his bond of caution, after which his election is confirmed by the sheriff, and he receives the warrant of the Court to act. He takes possession of the bankrupt's books and property, real and personal, in which he becomes vested, and acquires the bankrupt's rights. He collects and sues for the bankrupt's debts, and may defend actions brought against him. He is bound to follow the directions of the creditors in managing or realising the estate, and to advise with the commissioners where no such directions are given. He must lodge all moneys received by him in bank, and if he retains more than £50, he must pay twenty per cent. on the excess, and may be dismissed without remuneration, besides having to pay the costs of the application. He keeps the minute book and regular accounts, always subject to the inspection of the creditors. Any creditor may apply to the sheriff for his removal for any misconduct. He receives a commission on the funds realised, varying from 3½ to 4½ per cent., as fixed by the commissioners, but subject to alteration by the sheriff or Court of Session, upon the application of either the trustee or any creditor. He has one important duty to perform, to apply to the sheriff within eight days of his election, to fix the examination of the bankrupt. The day is fixed for any day appointed by the trustee, after seven and within fourteen days, and warrant is issued upon the bankrupt to attend. The trustee gives notice in the *Edinburgh Gazette*, and by letter to creditors claiming and mentioned by the bankrupt; and in the same notice appoints a day for a second meeting, not less than seven, nor more than fourteen after the examination; and intimates the day, which is a statutory period, prior to which claims must be lodged, so as to secure participation in the first dividend. The trustee may obtain a warrant to apprehend the bankrupt for examination, or to bring him from gaol if imprisoned. He may obtain, *from the Court of Session*, a warrant to apprehend the bankrupt in any part of Great Britain or Ireland. And a warrant for a new or further examination may at any time be obtained. The examination proceeds on oath, in open court, before the sheriff. The bankrupt may be committed for refusal to answer any question which the sheriff deems a proper one, and he has no appeal; but he may apply to the Court of Session to be set at liberty. All interested may examine him, but the principal examination is conducted by the trustee.

A warrant to examine, or, if necessary, apprehend any of the bankrupt's family, servants, or law agents, or any others "who can give information relative to the estate," may also be obtained.

The bankrupt may, before the close of his examination, alter his state of affairs; he is then sworn to its truth and completeness, and that he will reveal everything affecting his estate that may come to his knowledge.

5. *With reference to the Realisation and Distribution of the Estate.*—The first thing the trustee does after the examination is to make up a report of the bankrupt's affairs, and an estimate of his funds, which is laid before the meeting called when notice of the examination was given. The creditors give directions for the realisation of the estate, or consider any offer of composition that may have been made. The first dividend, as already mentioned, must be paid within six months after sequestration; and the claims, &c., two months before the dividend is payable. A creditor not resident in Great Britain or Ireland will be entitled, on lodging his claim, &c., within one month to have a sum equal to the share he would have received if in time reserved, and will receive such sum with his second dividend if his claim is sustained within fourteen days. After the claims are lodged, the trustee examines, and, in writing, admits or rejects them, stating his reasons of rejection; or he may require further evidence. No personal attendance of creditors is required, unless their evidence is necessary. The trustee makes up lists of admitted, and of wholly or partially rejected claims; eight days afterwards he again advertises in the *Gazette* the time and place for payment of the dividend, and sends written intimation to each creditor of his decision, and of the dividend payable where the claim is admitted. Any creditor may, within fifteen days after the notice in the *Gazette*, appeal to the sheriff, or Court of Session, against the decision upon his own or any other claim. If no appeal is made, the decision is final as regards that deed. At this stage of the proceedings, full legal evidence of the claims is required by the trustee and the Court.

The amount to be divided has, during the trustee's examination of the claims, been ascertained by the commissioners, upon an examination of the trustee's accounts, who debit him with any penal interest incurred, and fix his commission. After which, they certify in the sederunt book, the balance due to or by him, and whether any and what portion of the estate (after reasonable deduction for contingencies,) should be divided.

Immediately before the expiry of the six months, the trustee makes up a final "scheme of division of the funds" among the claims admitted by himself, or on appeal, reserving funds to meet appeals still undisposed of, and states the amount of dividend. He then sends notice to each creditor of the sum he is to receive; and the dividend is paid on the first lawful day after the expiration of the six months from the date of sequestration.

The second dividend is paid on the first lawful day after the expiration of ten months from the date of awarding sequestration. The third, three months after that; and each succeeding dividend at the end of three months after the previous one, till the estate is divided. Creditors who have not claimed before may claim for any of these dividends; and the procedure upon such claims is the same as that already noticed. They will receive, if the funds admit of it without disturbing prior dividends, a sum to equalise their dividend to those already paid. Those who have already claimed receive future dividends as a matter of course, if their claims have been sustained.

After the second dividend is paid, a majority of the creditors may resolve that the future dividends shall be paid at shorter intervals than three months; and three-fourths of the creditors may apply to the sheriff or Court of Session to allow the first and second dividends to be paid at earlier than the statutory periods. On the other hand, the commissioners may postpone any dividend till the following statutory period arrives.

The creditors cannot sell debts due to the estate till after

twelve months from the date of sequestration; but a majority of three-fourths may then, at a meeting specially called, sell them by auction, in whole or in lots, with all the remaining interest of the creditors in the bankrupt's estate, after one month's advertisment.

6. When the whole funds have been distributed, the rusteet calls a meeting, on twenty-one days' notice, by *Gazette* advertisement, before which he lays the sederunt book, &c., with a list of unclaimed dividends. The creditors may express their opinion of his conduct. The trustee lays a minute thereof before the sheriff or Court of Session, along with a petition for his discharge. The Court, after hearing any creditor, may, or may not, pronounce decree of exoneration or discharge. If pronounced, the bond of caution is delivered up; the unclaimed dividends are consigned in bank. The books and papers are sent to the accountant in bankruptcy for preservation. Any creditor proving his title to the unclaimed dividend belonging to him will get an order from the sheriff or Court of Session for its payment, and any surplus, after paying all the debts in full, is, of course, handed over to the bankrupt.

7. The bankrupt himself may meanwhile have been taking proceedings for his own discharge (certificate); as a preliminary, at any stage, he must obtain a report from the trustee, setting forth how far he has complied with the Act, whether he has attended his examination, made a full disclosure, or been guilty of any collusion, and whether his bankruptcy has proceeded from innocent misfortune or loss, or from culpable or reckless conduct. This report the trustee may make at any time after the bankrupt's examination, but he is not bound to do so until five months after the date of the sequestration. After obtaining this report, the bankrupt may, at any time after his examination, with the consent of every creditor, present his petition. On the expiration of six months after the date of sequestration, the consent of a majority in number, and four-fifths in value, of the creditors; of twelve months, the consent of a majority in number, and two-thirds in value; and of eighteen months, the consent of a majority in number and value is sufficient. On the expiration of two years no consent is required. The petition is ordered to be intimated in all cases in the *Gazette*, and to each creditor; and if, after twenty-one days, no opposition is made, a deliverance (judgment) is pronounced, finding the bankrupt entitled to his discharge. If opposition is made, the Court, after hearing parties, may refuse the prayer of the petition. If the prayer is to be granted, the bankrupt must emit a declaration, or, if required by any creditor, an oath, that he has made a full surrender, that he has not given or promised any preference, or made any other promise to or agreement with any creditor, for the purpose of obtaining his consent to his discharge. The deliverance is then pronounced. There is no division resembling that of certificates into classes. Nothing is paid to the bankrupt on his discharge, except the surplus of his property, if any, and the discharge is recorded in all the registers in which the award of sequestration was recorded.

8. The sequestration proceedings may be brought to a conclusion by an offer at the first or any subsequent meeting of a composition accompanied by security. The meeting can only resolve to entertain this offer, and it is considered at the next meeting, the sequestration proceedings going on as if no offer had been made. If made at the first meeting, the resolution to entertain, as well as the subsequent acceptance (if accepted) must be supported by a majority in number, and nine-tenths in value, of the creditors. If made at any subsequent meeting, a majority in number and four-fifths in value is sufficient at either stage. Notice that the offer has been entertained must be given in the *Gazette* and by letter, and the trustee in the letters calling the second meeting must furnish the creditors, so far as he can, with an abstract of the state of affairs, and a valuation of the estate. If accepted, a report of the proceedings, with the bond of security, is sent by the trustee to the sheriff or Court of Session, who may hear any objections. If the offer is found reasonable, and has been accepted, it may be then approved of by the Court. The bankrupt then makes a declaration, or oath if required, similar to that which he emits before his discharge without composition is granted, and if the Court is satisfied, a deliverance or judgment is pronounced, discharging him of all debts contracted before sequestration, reserving the claims for the composition. Before this judgment is pronounced, the commissioners must have audited the trustee's accounts and fixed his remuneration. The trustee then obtains his own discharge. Mr. Hastings has already stated, with sufficient accuracy, the Scotch law on this subject, and I need not, therefore, enlarge upon it.

It now only remains to notice very briefly the nature of the remedies which the law provides to parties injured by any of the proceedings thus briefly detailed. *In all cases* there is an appeal against either a resolution of the creditors or a decision of the trustee to the Court of Session, or the sheriff of the county. An appeal may, in some cases, be taken from the sheriff to the Court of Session; in other cases, there is no appeal, as in the matter of the election of a trustee. Appeals, or other applications coming *in the first instance* before the Court of Session, are heard by the Lord Ordinary on the bills, who sits without intermission the whole year, there being a rotation of judges to execute the office.

Appeals from the sheriff go direct to the Inner House, and from that to the House of Lords, except in vacation, when they are heard by the Lord Ordinary on the bills. This judge's decisions generally are subject to review by the Inner House and House of Lords.

The Courts hold that all matters of mere discretion are confided to the creditors, and only interfere to enforce observance of the spirit and letter of the statute, and to determine legal questions affecting the validity of debts claimed on. No appeal has any effect in delaying the proceedings in the sequestration.

The creditors, by a majority in number and value, may at any meeting remove the trustee from office, and the creditors to the amount of one-fourth in value may at any time apply to the Lord Ordinary for his removal, showing cause.

A further security for the regularity of the proceedings has been supplied by the institution, under the last statute, of the office of accountant in bankruptcy, which is purely one of superintendence. Notwithstanding the limited nature of the duties, the creation of this office was looked upon with great jealousy, so alarmed were the public on this side of the Tweed at the prospect of official interference. There can be no doubt, however, that the accountant in bankruptcy is a most useful officer. He keeps books for recording every sequestration, and the date of every statutory step, with which the trustee and clerk of court are bound to furnish him. He reports any irregularity to the Court of Session, who may dismiss the trustee, or punish him by imprisonment, if necessary. No money passes through the accountant's hands, except the unclaimed dividends.

Such is a sketch of the Scottish system of bankruptcy as now in force, omitting the details of procedure, the adaptation to the case of firms and parties deceased, &c., which the general explanations given will enable any one who desires these details to supply from Mr. Kinnear's treatise, which is well worthy of being studied by merchants as well as lawyers. We do not consider the system perfect; every year some improvement in the administration of it is suggested; and from time to time these have been embodied in legislative enactments; but experience has only led to the confirmation and extension of the leading principle of the system, that the bankrupt's estate belongs to the creditors, and that they are best fitted to administer it. We think, therefore, that we are justified in believing, as all Scotchmen do, that the system is a development of the true principles upon which bankrupt law should be founded, and that its success is the surest evidence of its truth. We do not believe that it can be imported into England, with its forms and machinery, simple as these seem to us. But we feel certain that it never can be engrafted upon the English law, with the remotest chance of success, because the nature of the two laws differs toto cœlo. But we are persuaded that its principles might be seized upon and converted; and we shall be glad if the foregoing explanations shall have tended, in any degree, to facilitate this measure of assimilation.

Court Papers.

CHANCERY SITTINGS.—Easter Term, 1858.

LORD CHANCELLOR.

At Westminster.

Thursd, Apr. 15..App. Mtns.& Apps.

At Lincoln's Inn.

Friday 16..Appeals.
Saturday 17..Petns. & Appeals.
Monday 19 } Appeals.
Tuesday 20 }
Wednesday 21..App, Mtns. & Apps.
Thursday 22 }
Friday 23 }
Saturday 24 } Appeals.
Monday 26 }
Tuesday 27 }
Wednesday 28..App. Mtns. & Apps.
Thursday 29 }
Friday 30 }
Saturd., May 1 }
Monday 3 } Appeals.
Tuesday 4 }
Wednesday 5 }
Thursday 6 }
Friday 7 }
Saturday 8..App, Mtns. & Pets.

Notice.—Such days as his Lordship is hearing Appeals in the House of Lords are excepted.

MASTER OF THE ROLLS.

At Westminster.

Thursd. Apr. 15..Motions.

At Chancery Lane.

Friday 16..Gen. Petn. Day.
Saturday 17
Monday 19 } General Paper.
Tuesday 20
Wednesday 21..Motions.
Thursday 22
Friday 23
Saturday 24 } General Paper.
Monday 25
Tuesday 27
Wednesday 28..Motions.
Thursday 29
Friday 30
Saturd., May 1
Monday 3 } General Paper.
Tuesday 4
Wednesday 5
Thursday 6
Friday 7..Gen. Petn. Day.
Saturday 8..Motions.

Short Causes, Short Claims, Consent Causes, Unopposed Petitions, and Claims, every *Saturday*. The unopposed Petitions to be taken first.

Notice.—Unopposed Petitions must be presented, and copies left with the Secretary, on or before the *Thursday* preceding the *Saturday* on which it is intended they should be heard.

THE LORDS JUSTICES.

At Westminster.

Thursd. Apr. 15..Appeal Motions.

At Lincoln's Inn.

Friday 16 { Petns. in Lun. & Bktcy., App. Mtns., App. Petns. & Apps.
Saturday 17
Monday 19 } Appeals.
Tuesday 20
Wednesday 21..App. Mtns. & Apps.
Thursday 22..Appeals.
Friday 23 { Petns. in Lun. & Bktcy., App. Petns., and Appeals.
Saturday 24
Monday 26 } Appeals.
Tuesday 27
Wednesday 28..App. Mtns. & Apps.
Thursday 29..Appeals.
Friday 30 { Petns. in Lun. & Bktcy., App. Petns., and Appeals.
Saturd., May 1
Monday 3
Tuesday 4 } Appeals.
Wednesday 5
Thursday 6
Friday 7 { Petns. in Lun. & Bktcy., App. Petns., and Appeals.
Saturd., May 8..App. Mtns. & Apps.

Notice.—The days (if any) on which the Lords Justices shall be engaged in the Full Court, are excepted.

V. C. Sir R. T. KINDERSLEY.

At Westminster.

Thursd. Apr. 15..Motions.

At Lincoln's Inn.

Friday 16..Petns. (unop. first)
Saturday 17 { Sht. Causes, Sht. Cls., & Gen. Pap.
Monday 19 } General Paper.
Tuesday 20
Wednesday 21..Mtns. & Gen. Pap.
Thursday 22..General Paper.
Friday 23..Petns. (unop. first)
Saturday 24 { Sht. Causes, Sht. Cls., & Gen. Pap.
Monday 26 } General Paper.
Tuesday 27
Wednesday 28..Mtns. & Gen. Pap.
Thursday 29..General Paper.
Friday 30..Petns. (unop. first)
Saturd., May 1 { Sht. Causes, Sht. Cls., & Gen. Pap.
Monday 3
Tuesday 4
Wednesday 5 } General Paper.
Thursday 6
Friday 7 { Petns. (unop. first), Sht. Cas., & Sht. Cls.
Saturday 8..Mtns. & Gen. Pap.

V. C. Sir JOHN STUART.

At Westminster.

Thursd. Apr. 15..Motions.

At Lincoln's Inn.

Friday 16..Petns. & Gen. Pap.
Saturday 17 { Sht. Causes, Sht. Cls., & Gen. Pap.
Monday 19 } General Paper.
Tuesday 20
Wednesday 21..Mtns. & Gen. Pap.
Thursday 22..General Paper.
Friday 23..Petns. & Gen. Pap.
Saturday 24 { Sht. Causes, Sht. Cls., & Gen. Pap.
Monday 26 } General Paper.
Tuesday 27
Wednesday 28..Mtns. & Gen. Pap.
Thursday 29..General Paper.
Friday 30..Petns. & Gen. Pap.
Saturd., May 1 { Sht. Causes, Sht. Cls., & Gen. Pap.
Monday 3
Tuesday 4 } General Paper.
Wednesday 5
Thursday 6
Friday 7 { Ptns., Sht. Causes, Sht. Cls. & Gen. Pap.
Saturday 8..Motions.

V. C. Sir W. PAGE WOOD.

At Westminster.

Thursd. Apr. 15..Motions.

At Lincoln's Inn.

Friday 16..General Paper.
Saturday 17 { Petns., Sht. Causes, Cls., & Gen. Pap.
Monday 19 } General Paper.
Tuesday 20
Wednesday 21..Mtns. & Gen. Pap.
Thursday 22 } General Paper.
Friday 23
Saturday 24 { Petns.. Sht. Causes, Cls. & Gen. Pap.
Monday 26 } General Paper.
Tuesday 27
Wednesday 28..Mtns. & Gen. Pap.
Thursday 29 } General Paper.
Friday 30
Saturd., May 1 { Petns., Sht. Causes, Cls., & Gen. Pap.
Monday 3
Tuesday 4
Wednesday 5 } General Paper.
Thursday 6
Friday 7 { Petns., Sht. Causes, Cls., & Gen. Pap.
Saturday 8..Motions.

Queen's Bench.

CROWN PAPER.—Easter Term, 1858.

Devonshire. The Queen *v.* The Tiverton Burial Board.
Plymouth. The Queen on the Prosecution of the Local Board of Health, Respondents, *v.* Robert Luscombe, Appellant.
" The Queen on the Prosecution of same, Respondents, *v.* Alexander Pontey, Appellant.
" Same *v.* Elizabeth Shortland, Appellant.
Leicestershire. John Cattell, Appellant, *v.* John Ireson, Respondent.
Kent. William John Evelyn, Appellant, *v.* John Whichcord, Respondent.
Liverpool. John James Greig, Appellant, *v.* J. Bendens, Respondent.
Cumberland. John Steel, Appellant, *v.* Thomas Robley, Respondent.
Sheffield. Thomas Youdan, Appellant, *v.* Edwin Crookes, Respondent.
Essex. Daniel Richardson, Appellant, *v.* William Gladwin and Another, Respondents.
Yorkshire. The Yorkshire Tire and Axle Company, Appellants, *v.* The Rotherham and Kimberworth Local Board of Health, Respondents.
W. R., Yorkshire. John Tennant, Appellant, *v.* James Hargreaves, Respondent.
Essex. James Digby, Appellant, *v.* The West Ham Local Board of Health, Respondents.
Swansea. A. Barnes, Appellant, *v.* John Crocker, Respondent.
London. Henry Ellis and Another, Appellants, *v.* Frederick Pearce, Respondent.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

Davis, Lucy, Widow, Eton, Bucks, £110 New Three per Cents.—Claimed by John Secker, surviving executor.

Greville, Stapleton John, Esq., Barwell, Leicester, £300 Consols.—Claimed by Stapleton John Greville.

Forbes, Right Hon. George John (commonly called Viscount Forbes), Sir Charles Abney Hastings, Bart., Willesley, Derbyshire, & John Balguy, jun., Esq., of the Middle Temple, £2,000 Consols.—Claimed by Sir Charles Abney Hastings, and John Balguy, the survivors.

Lee, Rev. Harry, Rector, William Paine, & Henry Stevens, Farmers, all of Ash, Surrey, £58 Consols.—Claimed by Rev. Gilbert Wall Heathcote, Rector, and William Braithwaite and William Kebsley, Churchwardens of Ash.

Leicester, Rev. George Charles Frederick, Beckenham, Kent, £3,333 : 6 : 8 Consols.—Claimed by Rev. William Burges Hayne, Clerk, acting executor.

Heir at Law and Next of Kin.

Advertised for in the London Gazette *and elsewhere during the Week.*

Boon, Maria (formerly Price), deceased, Lee-lane, Lewisham, Kent.—Her children, if any be living, to apply to Rev. Henry Edwards, St. Germains, Lynn, Norfolk.

Births, Marriages, and Deaths.

BIRTHS.

DAWSON—On Mar. 28, Mary Jane, the wife of William Dawson, Esq., of 8 Springfield-terrace, Camberwell-grove, of a son.

DAY—On Mar. 29, the wife of Arthur James Day, of Norwich, Solicitor, of a son.

MARRIOTT—On Mar. 24, at No. 27 Ladbroke-sq., Kensington-park, Mrs. T. Lechmere Marriott, of a son.

MURDOCH—On Mar. 25, at 8 Manor-place, Edinburgh, the wife of J. Burn Murdoch, jun., Esq., Advocate, of a daughter.

TAYLOR—On Mar. 24, at 8 Ladbroke Villas, Notting-hill, the wife of William Moseley Tayler, Esq., of a son.

MARRIAGES.

COBBY—KING—At St. George's, Hanover-square, by the Rev. A. M. Sugden, M.A., Edward John, youngest son of Charles Cobby, Esq., of Brighton, Solicitor, to Catherine, second daughter of Thomas King, Esq., also of Brighton, Solicitor.

COLE—PALMER—On Mar. 25, at St. Martin's-in-the-Fields, Henry Edmund Cole, of Waltham-cross, Herts, Solicitor, to Caroline Walker, the second daughter of the late Richard Palmer, of Enfield Highway, Middlesex.

DORMAN—SWINFORD—On Mar. 25, at the parish church, Minster, Thanet, by the Rev. R. T. Wheeler, Charles Dorman, of Park-rd., Haverstock-hill, and Essex-st., Strand, Solicitor, to Janie, third daughter of John Swinford, Esq., of Minster Abbey.

DEATHS.

GORDON—On Mar. 28, at 3 Fitzroy-st., Fitzroy-sq., Elizabeth, relict of the late James Gordon, Esq., Barrister-at-Law, aged 95.

KING—On Mar. 29, at Hastings, Henry King, Esq., of the Lower House, Mayfield, Sussex, Solicitor, in his 38th year.

PLUNKETT—On Mar. 27, at Cheltenham, Diana, third daughter of the late William Plunkett, Esq., Barrister-at-Law.

Money Market.

CITY, Thursday Evening.

Good Friday is, as usual, to be observed as a holiday at the Bank, Stock Exchange, and other places of public resort, and Saturday, also, so far as circumstances will permit.

The payment to the public of the April dividends at the Bank, and of the life annuities at the National Debt Office, will commence on Thursday, the 8th inst.

The closing price of Consols this afternoon, for money, is 96¾ per cent., showing a fall of about ¼ per cent. in the course of the week. No change has taken place in the Bank rate of discount, and money is more in demand.

Tenders for the loan of £5,000,000 to the East India Company, upon the security of the revenue of India, have this day been opened at the India House. The result has not been officially announced, but it is understood that offers have been

made and accepted for the whole amount, except £150,000; and this exception is said to be owing to a misunderstanding. The minimum price is 97 per cent., and the tenders vary from 97 to 101 per cent. This result is believed to be quite as favourable as was expected at the India House, and more than some other parties thought probable. Particulars as to payment of instalments and dividends were mentioned in our last number.

The Revenue Accounts of the United Kingdom, published to-day, are very satisfactory. The total decrease upon the year which ended yesterday, compared with the previous year, is large; but nine millions a-year of income-tax were taken off last April, and, although the remaining income-tax, and the arrears collected in the course of the year, amount to eleven and a-half millions, this amount is four and a-half millions short of the income-tax collected in the previous year; and the difference between the two amounts of income-tax exceeds the total decrease in the year now ended. The produce of stamp-duties has been remarkably steady during both years, the last quarter showing a moderate increase. A favourable result of stamp-duties is, in regard to the time in question, better evidence of national progress than is afforded by Customs and Excise. The total decrease upon the quarter is two and a-half millions; but here, again, the decrease is less than the difference shown in the respective amounts of income-tax collected in the two quarters.

The active competition between the Great Northern and the Manchester, Sheffield, and Lincolnshire Railway lines, on one side, and the London and North Western on the other, has not yet yielded to the influence of the deputation to which their differences were referred. The deputation represents four companies, whose districts adjoin the districts of those in competition. They deprecate the continuance of a state of things which may extend itself, not only into their own districts, but over the whole country. They call upon the competing companies to meet each other in the spirit of real conciliation. In the event of their suggestions not being carried out, they will consider the defaulting company as wanting in regard not only to its own interests, but to the general interests of railway property.

In the railway market the shares of the competing lines have experienced a reduction in consequence of the failure of these negotiations.

English Funds.

English Funds.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	..	..	..	..	225½	Holiday
3 per Cent. Red. Ann.	..	..	..	..	96⅞	..
3 per Cent. Cons. Ann.	97⅛ ⅛	97⅛ ⅛ 7	97 ⅛ ⅛	96⅞ 7 6½	97	..
New 3 per Cent. Ann.	..	..	..	..	..	..
New 3½ per Cent. Ann.	..	..	..	..	..	..
5 per Cent. Annuities	..	..	..	..	..	..
Long Ann. (exp. Jan. 5, 1860)	..	..	..	..	..	..
Do. 20 years(exp.Oct. 10, 1859)	..	..	..	..	..	..
Do. 30 years (exp.Jan. 5, 1860)	..	..	..	..	..	..
Do. 30 years (exp.Apr. 5, 1885)	..	..	..	..	..	..
India Stock	..	..	..	..	..	..
India Bonds (£1,000)	21s. p.	23s 4s p	..	29s 28s p	..	..
Do. (under £1,000)	..	..	25s 30s p	..	..	..
Exch. Bills (£1000) Mar.	..	30s. p.	..	..	34s. p.	..
Ditto June	35s 8s p	38s 5s p	38s. p.	35s 8s p	34s. p.	..
Exch. Bills (£500) Mar.	..	30s 6s p	..	35s. p.	..	..
Ditto June	..	36s. p.	..	..	..	..
Exch. Bills (Small) Mar.	..	30s 6s p	..	35s. p.	..	..
Ditto June	..	36s 9s p	..	..	..	..
Do. (Advertised)	..	..	..	..	..	..
Exch. Bonds, 1858, 3½ per Cent.	..	..	..	..	..	..
Exch. Bonds, 1859, 3½ per Cent	101¼	100⅞ 1¼	101	101 ¼ ⅜	..	..

Insurance Companies.

Equity and Law	6
English and Scottish Law	4
Law Fire	3½
Law Life	63 4
Law Reversionary Interest	19
Law Union	par
Legal and Commercial	par
Legal and General Life	5½
London and Provincial Law	3 ⅜ ½
Medical, Legal, and General	par
Solicitors' and General	par

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Birk. Lan. & Ch. Junc.	..	..	..	..	..	Holiday
Bristol and Exeter	90	89½ 9 ⅜	89½	..	87 ½	..
Caledonian	87½ 7	87½ ½ 5½	86½ 7½ ½	86½ ⅜ 7	..	..
Chester and Holyhead	..	..	..	..	..	..
East Anglian	58½	58½ ⅜	58½	..	..	..
Eastern Counties	..	..	..	58½ ⅜ ½	59½ 8½	..
Eastern Union A. Stock	..	..	..	..	..	..
Ditto B. Stock	..	..	..	..	30 ½	..
East Lancashire	..	..	87½	..	86½	..
Edinburgh and Glasgow	..	..	62	..	..	..
Edin. Perth, and Dundee	27½	..	..	..	27⅝ 8	..
Glasgow & South-Westn.	..	88½	..	..	..	..
Great Northern	..	103½	102½	102½ 3 2	102½ ½ ½	..
Ditto A. Stock	..	..	..	..	..	..
Ditto B. Stock	127 6	127	..	127½ 7	..	..
Gt. South & West. (Ire.)	98½	..	..	..	..	..
Great Western	58½ 8 ½	58½ ⅜ 8	58 ½	58 ⅜	58½ ½ 8	..
Do. Stour Vly. G. Stk.	56	..	..	..	..	..
Lancashire & Yorkshire	89½ ½	88⅝ ½ ½	88⅝ 8 ⅞	87⅝ 8 7⅞	88⅛ 8 ⅛	..
Lon. Brighton & S. Coast	..	105½ ⅜	106½ 6	106	105½ 6	..
London & North-Wstrn.	95½ ⅜	94⅞ 5 4½	94⅝ ⅜ ½	93⅝ ½ 4	93⅞ 4½ ½	..
London & South-Westrn.	92⅜ ¼	92½ ½ 2	92½ 2	92½ 1⅜	92½ 2	..
Man. Sheff. & Lincoln.	38	36½	36½ ⅜	36½ 5½ ⅜	35½ 5 ⅜	..
Midland	96⅜	96⅛ ½ 5½	95½ ⅜ 5	94⅞ 4⅜	94⅛ 3⅜	..
Ditto Birm. & Derby	..	..	..	66 7	..	..
Norfolk	..	..	..	..	59	..
North British	..	52 ½	52	52 1	51 ⅜	..
North-Eastern (Brwck.)	92 1⅜	91⅜ 2 1½	91⅛ ½	90½ 90½	90⅜ ⅛ 1	..
Ditto Leeds	..	48½	47⅞ ½	46½	47⅛ 6⅜	..
Ditto York	75	74⅜	74 3½ 3	73 1⅛ 2½	72⅜ 3½	..
North London	..	..	..	..	..	..
Oxford, Worc. & Wolver.	..	..	..	31	..	..
Scottish Central	..	..	..	..	..	..
Scot. N.E. Aberdeen Stk.	..	..	27	..	..	..
Do. Scotsh. Mid. Stk.	..	..	..	..	..	..
Shropshire Union	..	..	45 x d	..	45½	..
South Devon	..	..	..	..	36	..
South-Eastern	..	69½ 70	69½ 70	69⅜ ⅜	..	..
South Wales	..	..	89⅜	..	..	..
Vale of Neath	..	..	100	..	100½	..

London Gazettes.

New Member of Parliament.

College of the Holy Trinity of Dublin.—Anthony Lefroy, Esq., Master of Arts, in the room of the Right Honourable Joseph Napier, who has accepted the office of Lord High Chancellor of Ireland.

Bankrupts.

Tuesday, *Mar.* 30, 1858.

ARMITAGE, George, Iron Merchant, 28 Clement's-lane. *Com.* Fonblanque: April 15 and May 11, at 11; Basinghall-st. *Off. Ass.* Graham. *Sols.* Linklaters & Hackwood, 7 Walbrook. *Pet. 'or arrgnt.* Dec. 23.

BRIZARD, Urbian, Tailor, 9 Sherrard-st., Golden-sq. *Com.* Fonblanque: April 16, at 11.30; and May 10, at 1; Basinghall-st. *Off. Ass.* Graham. *Sol.* Daniel, Albion-chambers, 11 Adam-st., Adelphi. *Pet.* Mar. 23.

DALES, John, & Benjamin Dales, Builders & Contractors, 20 George-st., Westminster, and Times Wharf, Pimlico; also of Louth, Lincolnshire; and of Canada West, North America. *Com.* Fonblanque: April 12) for proof of debts only, and not for choice of Assignees as advertised in last Friday's *Gazette*) and May 7, at 12; Basinghall-st. *Off. Ass.* Stansfeld. *Sol.* Dalton, 3 Bucklersbury. *Pet.* Feb. 5.

FRIEND, George, Bookseller, Kidderminster. *Com.* Balguy: April 9 & 29, at 11.30; Birmingham. *Off. Ass.* Kinnear. *Sols.* James & Knight, Birmingham. *Pet.* Mar 26.

HANSON, Joshua, & James Hanson, Woollen Spinners, Huddersfield. *Com.* Ayrton: April 20 and May 24, at 11; Commercial-bldgs., Leeds. *Off. Ass.* Hope. *Sols.* Clough, Huddersfield; or Bond & Barwick, Leeds. *Pet.* Mar. 26.

HOLDER, Charles, Carpenter & Builder, 22 Great Winchester-st., and 12 Lower Homerton-terr., Homerton. *Com.* Holroyd: April 13, at 2; and May 11, at 12; Basinghall-st. *Off. Ass.* Lee. *Sol.* Sydney, 46 Finsbury-circus. *Pet.* Mar. 29.

JONES, Walter, & Charles Jones, Tallow Chandlers, 15 High-st., Islington. *Com.* Holroyd: April 13, and May 8, at 12; Basinghall-st. *Off. Ass.* Edwards. *Sols.* W. J. & G. Boulton, 21A Northampton-sq. *Pet. for arrgnt.* Dec. 10.

LISETT, George, Busk Manufacturer, Sheffield. *Com.* West: April 17 and May 29, at 10; Council-hall, Sheffield. *Off. Ass.* Unwin, Sheffield. *Pet.* Mar. 27.

MITCHELL, Joseph, Builder, Sheffield, and of Leicester, Worsted Spinner. *Com.* West: April 17 and May 29, at 10; Council-hall, Sheffield. *Off. Ass.* Brewin. *Sols.* Branson & Son, Sheffield. *Pet.* Mar. 18.

POWELL, William, Grocer, Lowestoft, Suffolk. *Com.* Fonblanque: April 16, at 11.30; and May 11, at 12; Basinghall-st. *Off. Ass.* Stansfeld. *Sols.* Sole, Turner, & Turner, 68 Aldermanbury; or Miller, Son, & Bugg, Norwich. *Pet.* Mar. 9.

BANKRUPTCY ANNULLED!

Tuesday, *Mar.* 30, 1858.

Reid, Alexander, Dealer in Potatoes, Southall-green, Southall, Middlesex. —Jan. 15.

MEETINGS.

TUESDAY, *Mar.* 30, 1858.

CAMERON, JOHN, THOMAS JOHNSTON, & WILLIAM BEVERN, Tailors, Henrietta-st., Westminster (but which has been superseded as regards J. Cameron). *Div.* April 20, at 11.30; Basinghall-st. *Com.* Evans.

DELLAGANA, JAMES, & BARTHOLOMEW DELLAGANA, Stereotype Founders, 61 Red Lion-st., Clerkenwell. *Final Div.* April 21, at 12.30; Basinghall-st. *Com.* Goulburn.

EVANS, JOHN, Ship Builder, Aberystwith, Cardiganshire. *Div.* April 29, at 11; Bristol. *Com.* Hill.

HALL, GEORGE, Upholsterer, North-st., Brighton. *Final Div.* April 21, at 12; Basinghall-st. *Com.* Goulburn.

LOWE, JAMES JOHN, Printer, Holbeach, Lincolnshire. *Div.* April 21, at 1; Basinghall-st. *Com.* Fonblanque.

MACKENZIE, Sir EVAN, Bart., ROBERT CAMERON, & JAMES HOLMES BOYLE, Merchants, St. Helen's-pl., Bishopsgate-st. *Div.* sep. est. J. H. Boyle, April 20, at 11; Basinghall-st. *Com.* Evans.

MILLER, BENJAMIN, Mercer, Landport, Portsea, Southampton. *Div.* April 29, at 11.30; Basinghall-st. *Com.* Evans.

PERRY, SAMUEL, Jeweller, 18 Regent-pl., Caroline-st., Birmingham. *Div.* April 21, at 10.30; Birmingham. *Com.* Balguy.

PINK, ARTHUR, Brewer, late of Paul-st., Finsbury, now of Somerset-pl., Little Chelsea. *Div.* April 21, at 1; Basinghall-st. *Com.* Fonblanque.

ROWLANDS, JOHN, Licensed Victualler, St. Asaph, Flintshire. *Div.* April 21, at 11; Liverpool. *Com.* Perry.

SHANLEY, PATRICK, Boot and Shoe Dealer, Manchester. *Further Div.* April 21, at 12; Manchester. *Com.* Jemmett.

STEEDMAN, JAMES, Piano Forte Manufacturer, 119 Albany-st., Regent's-park. *Div.* April 22, at 11; Basinghall-st. *Com.* Evans.

VIPOND, UTRICK, Flour Miller, Alston, Cumberland. *Last Ex.* (*by adj.* from Mar. 5) April 13, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

WHEELER, THOMAS, jun., Miller, Poston Mill, Vowchurch, Herefordshire. *Div.* April 23, at 11.30; Birmingham. *Com.* Balguy.

WHITEHEAD, GEORGE, Printer, 76 Fleet-st., and 2 Boyle-st., Burlington-gardens, Scrivener. *Div.* April 22, at 12; Basinghall-st. *Com.* Holroyd.

DIVIDENDS.

TUESDAY, *Mar.* 30, 1858.

BROUGHTON, JOHN STEPHENSON, Cooper, Kingston-upon-Hull. First, 5*s.* *Carrick*, Quay-st.-chambers, Hull; any Thursday, 11 to 2.

COCKBURN, HENRY, Watchmaker, King-st., Richmond, Surrey. First, 5*s.* *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 to 2.

CROMPTON, WILLIAM, Licensed Victualler, Kingston-upon-Hull. First, 5*s.* *Carrick*, Quay-st.-chambers, Hull; any Thursday, 11 to 2.

CROMPTON, JOHN, Money Scrivener, Wigan, Lancashire. Final, 3*s.* 10½*d.* *Fraser*, 45 George-st., Manchester; any Tuesday, 11 to 1.

HILLS, WILLIAM, Grocer, 6 Harman-st., Milton, near Gravesend. First, 5*s.* *Pennell*. 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 to 2.

KIER, Rev. ANDREW, Wood Merchant, North Cave, Yorkshire. Third, 2*s.* 3*d.* *Carrick*, Quay-st.-chambers, Hull; any Thursday, 11 to 2.

MORRALL, JAMES, Leather Dresser, Upper Russell-st., Bermondsey. Second, 4½*d.* *Stansfeld*, 10 Basinghall-st.; any Thursday, 11 to 2.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *Mar.* 30, 1858.

ABBEY, FRANCIS FRYER, Woollen Manufacturer, Huddersfield. April 26, at 11; Commercial-bldgs., Leeds.

BELL, EDWARD, Ship Chandler, 23 Wapping Wall, Wapping. April 22, at 1; Basinghall-st.

BINGHAM, RICHARD FRANK, Confectioner, Nottingham. April 20, at 10.30; Shirehall, Nottingham.

BURGESS, JOHN, Licensed Victualler, Dudley Port, Tipton, Staffordshire. April 30, at 10; Birmingham.

HAAKMAN, HENRY JOHN, & WILLIAM JANSEN, Merchants, 8 Crutched-friars. April 21, at 2; Basinghall-st.

HAMPSON, JOHN, Grocer, Wrexham, Denbighshire. April 26, at 12; Liverpool.

HYDER, FREDERICK THOMAS, Grocer, 2 Purton-terr., Ledbury-rd., Bayswater. April 22, at 11.30; Basinghall-st.

KING, ROBERT, Builder, Pentonville-rd. April 21, at 12; Basinghall-st.

LAST, WILLIAM HENRY, Commission Agent, 20 Cannon-st. West, and 1 Almora-terr., Gloucester-rd., Islington. April 22, at 2; Basinghall-st.

MOOTHAM, REGINALD GEORGE HAMLYN, Bonded Store Merchant, 35 Upper East Smithfield, and 10 Hampshire-terr., Camden-rd. Villas. April 21, at 1; Basinghall-st.

OGLE, ANDREW, JAMES ROBINSON, & WILLIAM OGLE, Engineers, Preston. April 26, at 12; Commercial-bldgs., Leeds.

OXLADE, WILLIAM, Coal Merchant, York. April 26, at 12; Commercial-bldgs., Leeds.

PARKER, JAMES, & JAMES RONALD, Commission Agents, Bread-st. April 21, at 11.30; Basinghall-st.

SCOTT, JOHN, Coal Dealer, Shrewsbury. April 30, at 10; Birmingham.

THOMPSON, DAVID, Innkeeper, Ullerskelf, Yorkshire. May 3, at 11; Commercial-bldgs., Leeds.

TURNER, DAVID, Straw Hat Manufacturer, 1 Crawford-st., Portman-sq. April 22, at 11; Basinghall-st.

WHITNALL, CHAMBROOK JOHN, Tailor, High-st., Canterbury. April 22, at 12.30; Basinghall-st.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *Mar.* 30, 1858.

BAKER, EDWARD LINDSAY, Ship Broker, Liverpool. Mar. 24, 1st class.

BATTERS, GEORGE, Stock and Share Broker, 26 Throgmorton-st. Mar. 23, 3rd class.

CLARK, EDEN, Ironmonger, Manchester. Mar. 17, 2nd class.

COCKCROFT, CHATBURN, Picker Maker, Stansfield, Halifax. Mar. 23, 2nd class.

JOHNSTON, ROBERT, & JAMES JERRAM PRATT, Merchants, 12 Billiter-sq. Mar. 27, 3rd class, to R. Johnston.

MILES, WILLIAM, Corn and Wool Merchant, New Corn Market, Mark-lane, and Hornchurch, Essex. Mar. 24, 2nd class.

ROBINSON, THOMAS, Ironmonger, Manchester. Mar. 17, 3rd class.

ROBLEY, RICHARD, & EDMUND WALTER BAIGGS, Lace Manufacturers, Nottingham. Mar. 23, 3rd class.

SCRUBY, JAMES, Grocer, Bishop Stortford, Herts. Mar. 24, 2nd class.

THURGOOD, EDWARD IND, Builder, 2 Orchard-st., Kentish-town. Mar. 24, 3rd class.

WOLFE, THOMAS, Corn Chandler, Wellington-st., Woolwich. Mar. 24, 2nd class.

Assignments for Benefit of Creditors.

TUESDAY, *Mar.* 30, 1858.

BARNES, JOSEPH, Coal & Timber Merchant, Dauntsey Wharf, near Chippenham, Wilts. Mar. 22. *Trustees*, J. Hill, Gent., Pauiton, near Bristol; H. L. Dunsford, Gent., Swindon Wharf, Wilts; G. Feare, Gent., Timsbury, near Bath. *Sol.* Pratt, Wootton Bassett.

CLARE, WILLIAM, WILLIAM LEIGH CLARE, & JOHN LEIGH CLARE, Cotton Brokers, Liverpool. Mar. 22. *Trustees*, J. Myers, Managing Director of the Royal Bank of Liverpool, Liverpool; H. W. Banner, Accountant, Liverpool. *Sol.* Bardswell, Liverpool.

DEAVIN, GEORGE SAMUEL, Builder, Whittlesey, Isle of Ely. Mar. 19. *Trustees*, J. Hiscox, Timber & Slate Merchant, Wisbeach; J. Sturton, Chemist & Druggist, Peterborough. Creditors to execute before May 20. *Sol.* Wilders, Whittlesey.

MOON, RICHARD, Watchmaker, Pike-st., Liskeard, Cornwall. Mar. 2. *Trustees*, J. Jackson, Factor, 49 Ellis-st., Exeter-row, Birmingham; H. Smith, Jeweller, 12 Kingsland-crescent, Kingsland-rd. *Sol.* Hingston, jun., Liskeard.

STUART, CHARLES, Draper, 8 Ashley-crescent, City-rd., Mar. 12. *Trustee*, C. Mouat, Warehouseman, Russia-row, Milk-st. *Sol.* Wellborne, 17 Duke-st., London-bridge, Southwark.

WHITEHOUSE, WILLIAM, Innkeeper & Boiler Maker, Codnor Park, Derbyshire. Mar. 23. *Trustees*, S. Cooper, Cooper, Ripley, Derbyshire; W. Thornley, Grocer, Codnor Park. Creditors to execute before June 24. *Sol.* Walker, Belper.

Creditors under Estates in Chancery.

TUESDAY, *Mar.* 30, 1858.

BREWER, JOHN SHERREN, Gent., late of Mile End, in the hamlet of Eaton, Norwich (who died in March, 1846). Brewer *v.* Taylor, M. R. *Last Day for Proof*, April 28.

DOBSON, HENRY, Hammersmith, Middlesex (who died in Jan, 1852). Dobson *v.* Brown, V. C. Stuart. *Last Day for Proof*, April 17.

HALL, JAMES RIDLEY, Gent., Corbridge, Northumberland (who died in Dec., 1857). Hutchinson *v.* Hall, M. R. *Last Day for Proof*, April 28.

LYSTER, HUBERT JOHN, Gent., Handsworth, Staffordshire (who died in Nov., 1857). Re Lyster's estate, Hill *v.* Lyster, V. C. Wood. *Last Day for Proof*, April 13.

WEEKS, HARRIET, 9 Cornwallis-pl., in the parish of St. Philip and St. Jacob, Bristol (who died in April, 1857). Rosser *v.* Hember, V. C. Stuart. *Last Day for Proof*, May 10.

Winding-up of Joint Stock Companies.

TUESDAY, *Mar.* 30, 1858.

UNLIMITED, IN CHANCERY.

NATIONAL PATENT STEAM FUEL COMPANY.—V. C. Kindersley, on Mar. 19, ordered this Company to be absolutely wound up.

WYLAM'S STEAM FUEL COMPANY.—The Master of the Rolls, on Mar. 25, ordered this Company to be absolutely dissolved, as from that day, and wound up.

LIMITED, IN BANKRUPTCY.

WEST HAM DISTILLERY COMPANY (LIMITED).—Mr. Commissioner Fane will, on April 1, at 11, proceed with the further settlement of the list of contributories of this Company; and at 12 the contributories are to appoint an Official Liquidator, to act concurrently with the Official Liquidator already named by the Court.

Scotch Sequestrations.

TUESDAY, *Mar.* 30, 1858.

BUCHANAN, JOHN, & ROBERT LOCKHART, Wine Merchants, Glasgow. April 6, at 12; Faculty-hall, St. George's-pl., Glasgow. *Sec.* Mar. 25.

DALEY, JOHN, Watch Dealer and Perfumer, Grangemouth. April 2, at 12; Red Lion-hotel, Falkirk. *Sec.* Mar. 25.

DALLAS, PETER, Meal Merchant, Church-st., Inverness. April 5, at 2; Union-hotel, Inverness. *Sec.* Mar. 24.

FORBES, GEORGE, Wine Merchant, 16 Howe-st., Edinburgh. April 6, at 1; Dowells & Lyon's Rooms, 18 George-st., Edinburgh. *Sec.* Mar. 26.

RUSSELL, JOHN, Wright & Ironmonger, Pollockshaws. April 5, at 3; Rose & Thistle-hotel, County-pl., Paisley. *Sec.* Mar. 27.

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QUESTIONS FOR DISCUSSION.

TUESDAY, APRIL 6TH, 1858, BEING EASTER TUESDAY, THERE WILL BE NO DEBATE.

For Tuesday, April 13th, 1858. President—Mr. ELGOOD.

QUARTERLY MEETING.

The Treasurer will lay before the Meeting a statement of the unpaid fines and subscriptions.

The Secretary's Report of the proceedings of the Society during the past Quarter will be read.

Members who have been absent from six successive meetings, without notice, must show cause at this meeting why their names should not be erased from the List of Members.

Mr. G. A. BRUCE will move—

"That the number of speakers appointed by the Committee to take part in each debate, be increased from four to six."

LXVI.—Is the Derby Ministry worthy of the confidence of the Nation?

Mr. SLATER is appointed to open the Debate, and Messrs. MUNNS, BUTT, and RAWLINSON, to speak on the question.

For Tuesday, April 20th, 1858. President—Mr. PLASKITT.

210.—A. is the holder of a monthly free pass granted by a Railway Company, Upon the pass it is stated that the Company will not be responsible for any injury to the holder when availing himself of it. During the time for which the pass is available, an axletree of one of the Company's carriages in which A. is travelling breaks, whereby the carriage is thrown off the line, and A. injured. Can A. recover damages from the Company in respect of such injury?

Affirmative—Mr. MATTHEWS and Mr. WEBB.

Negative—Mr. WINCKWORTH and Mr. ROUSE.

For Tuesday, April 27th, 1858. President—Mr. WALTERS.

211.—Should the decision of V. C. STUART, in the case of Williams *v.* Roberts, 6 W. R. 33, be reversed? Johnson *v.* Routh, 6 W. R. 6. Wallace *v.* Taylor, 8 Simons, 244. Sanders *v.* Franks, 2 Madd. 147.

Affirmative—Mr. COUSINS and Mr. COLEMAN.

Negative—Mr. BARFIELD and Mr. TANNER.

*** Gentlemen requiring Books from the Library are requested to attend at five minutes before Seven o'Clock on the evening of Debate, to select those desired.

Copies of the Rules and all information may be obtained of the Secretary, with whom gentlemen desirous of becoming Members are requested to communicate.

W. MELMOTH WALTERS, Secretary,
9, New-square, Lincoln's-inn.

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THE RIGHT HONOURABLE SIR JOHN DODSON (Dean of the Arches, &c.)
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E. BLAKE BEAL, Secretary.

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C. B. CLABON, Secretary.

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On and after Thursday next, the 15th inst., a complete index of the current volume will be open for reference, at the Publishing Office, free of charge. The index will be regularly made up as each successive number appears.

We cannot notice any communication unless accompanied by the name and address of the writer.

Advertisements can be received at the Office until six o'clock on Friday evening.

**** Any error or delay occurring in the transmission of this Journal to Subscribers should be immediately communicated to the Publisher.*

THE SOLICITORS' JOURNAL.

LONDON, APRIL 10, 1858.

CHANCERY *v.* BANKRUPTCY.

The Courts of Chancery and Bankruptcy are disputing again for the possession of the remains of an insolvent company. There appears to be a strange fatality about all winding-up legislation; or, perhaps, it would be more correct to attribute the conflict of jurisdiction, which is still allowed to go on, to the perversity of those who undertook to patch the defects of the law, which were revealed a year or more ago by the British Bank case. When that wonderful bubble burst, almost every one was at first amazed to hear that the language of the statutes left it an open, and a very difficult, question, whether the jurisdiction over the affairs of the insolvent company was in the Court of Chancery or the Court of Bankruptcy. Amazement was followed by indignation, in which the Bench did not hesitate to concur, that such a question should have been left undecided by the slovenly course of legislation on the subject. After thousands of pounds had been spent in ascertaining that the law was in an unworkable shape, it was not unreasonable to expect that some attempt would be made to remedy a state of things which was a disgrace to our jurisprudence. The necessity of a new statute, to consolidate the entire jurisdiction in one or the other of the rival Courts, was pointedly insisted on by the judges who heard the case of the Royal British Bank. Accordingly, a Bill was introduced by the late Attorney-General, for the avowed purpose of amending the Winding-up Acts. To the surprise of every one who was not in the secret, that this was a mere contrivance to enable the assignees of the British Bank to effect compromises with ishareholders, the Bill, when produced, instead of abolishng the conflict of jurisdiction, deliberately provided for its perpetual recurrence. This monstrous defect was not allowed to pass without notice, and, in our columns and elsewhere, the Attorney-General was reminded, that a Bill to allow the two Courts to race for the privilege of distributing the assets of an insolvent company, was not what the judges or the public had contemplated, when they asked for an Act to amend the existing anomaly. But the Act was passed without alteration, and it is now beginning to bear the fruits which it needed no prophetic power to foresee.

The London and Eastern Banking Corporation was one of the first companies which came under the operation of the new law. A winding-up order was made by Vice-Chancellor Wood in November last, and official managers were appointed in the following month. A creditors' representative was elected in January, under the provisions of the new statute. Subsequently to this, proceedings in bankruptcy were taken against the company, and the counterpart of the costly litigation, which so severely punished the shareholders and creditors of the British Bank, forthwith commenced.

Vice-Chancellor Wood has recently given his judgment on the construction of the Act of 1857. He has held that, although the whole assets of the company are already vested in the official manager, and under the control of the Court of Chancery, there is no power to prevent any creditor who pleases from setting in motion the Court of Bankruptcy, and inaugurating another struggle for the spoils of a defunct company. We care very little whether official assignees or official managers are to have their abundant per-centages out of the concern, but we think it is too bad that an estate which can produce but a trifling dividend should be wasted by paying two sets of officers to conduct one liquidation. These are not new objections on our part. As long ago as the 30th of May, 1857, we called attention to the blot in the then projected legislation. The following passage, from our leader of that date, is so exactly confirmed by the Vice-Chancellor's judgment in the case of the London and Eastern Banking Corporation, that we may be excused for citing it, to show that the profession was alive to the faults of the statute which Sir Richard Bethell persisted in forcing through Parliament:—

"A more serious mischief is the conflict of jurisdiction between the Courts of Chancery and Bankruptcy, which the Government Bill leaves without a remedy. . . . It is obvious, indeed, that the whole liquidation ought to be in the hands of one Court. There is no earthly reason why an official assignee should distribute the assets of the corporation, while an official manager has the task of dividing the amount which may be raised by calls. The extent of the calls must depend on what the assets may realise, and it is clear that nothing but cost and confusion can arise from the intervention of rival jurisdictions in the liquidation of the same estate. It is clearly, therefore, the duty of the Legislature to prevent such conflicts in future. . . . We can see no excuse for allowing the two Courts to run races for the possession of an estate, after the unseemly fashion exhibited in the recent struggle. The Attorney-General's Bill, however, leaves this absurdity untouched, only so far mitigating the evil as to make the assignees, by virtue of their office, the representatives of the creditors in the winding-up. This is a blot which ought not to be suffered to remain."

Our protest was ineffectual, and the blot does remain, and is curiously illustrated by the Vice-Chancellor's judgment in the case we have referred to. With quiet satire the Court observed that "it was singular indeed that, after the property had become vested in the official manager, any power in the creditors of bringing on a bankruptcy should still be contemplated by the Legislature. Looking, however, at the British Bank case, it was not necessary to say more than that the Court could not come to any other conclusion than that the bankruptcy must take place, whatever might be its effect. Then, with respect to the 20 & 21 Vict. c. 78, one would have thought that the Legislature would have made provision that there should be only one jurisdiction to be exercised by either one or the other tribunal, so that complete justice might be done between the parties. The only way, however, to construe the Act was, that the Legislature still left the matter open;" and, accordingly, the Court held that there was no express prohibition against the proceedings in bankruptcy taken in this case after the Winding-up Acts were in full operation, and that those proceedings must be allowed to go on, "notwithstanding all the inconvenience of the affairs being thrown into bankruptcy, while the control of the Court of Chancery was still reserved."

Comment upon this is quite needless. The Act has produced the result which was anticipated, and which we must presume the late Attorney-General contem-

plated with satisfaction. The public will be entertained; the suitors will be impoverished; and the law will be scandalised by continually recurring reproductions of the great British Bank litigation; and all because a mischievous conflict of authority, at first created by the blunders of Parliament ten years ago, has been advisedly perpetuated by the ripened wisdom of the law-makers of 1857.

If it did not seem vain to expect common sense to interfere in any legislation with respect to the winding-up of insolvent companies, one might venture to hope that the failure of last year will be amended by another attempt to put this branch of the law on an intelligible footing. There is no particular difficulty about it, and it will afford the new Chancellor and Attorney-General an opportunity of showing themselves more apt at law reforms than their predecessors. They will be free, moreover, from the pressure which was probably the cause of the miscarriage of last year. The law was sacrificed for the sake of pushing through a Bill to meet the particular case of the Royal British Bank. No anomaly was to be touched, lest a discussion should be provoked which might delay or defeat the real purpose of the Bill, namely, to give additional powers to a particular body of assignees. There is no such hindrance now to a sensible measure, and the sooner it is taken in hand the sooner will Parliament have an opportunity of effacing what can only be regarded as a disgrace to its intelligence.

THE NEW CAMBRIDGE EXAMINATIONS.

We publish, in another part of our impression, the regulations lately issued by the University of Cambridge, for the examination of students under eighteen years of age, who, not being members of the university, desire to obtain from it certificates of their attainments, as shown in the examinations intended to be held at the close of the present year. It will be in the recollection of our readers that we have frequently urged upon them the importance of exacting from future candidates for admission into their ranks some proof that they have received the education of English gentlemen. This subject has long occupied the thoughts of all solicitors who desire to advance the honour and influence of their profession. It has been anxiously considered by the council of the Incorporated Law Society, and by the managing committee of the Metropolitan and Provincial Law Association, and it has formed one of the most interesting topics of discussion at the annual meetings of the last-named body. Upon the council of the Law Society, as keepers of the gate of entrance to the profession, it naturally devolved to frame a scheme for the application of the desired test, and it was evident that this would be a task of very great difficulty. It was not apprehended that the judges or the legislature would hesitate to sanction a measure of which the advantage, both to the solicitors and to all who depend upon them for confidential services, were too manifest to need insisting on. But it would be necessary to determine the subjects of examination, and the degree of proficiency to be exacted in them, and examiners of high character and various attainments must be employed, not in London only, but—in order to ensure the popularity and ready acceptance of the proposal—throughout the country. Such an undertaking demanded the anxious and deliberate consideration of the Law Society, and also the co-operation of men familiar with the business of education. It was, therefore, a most fortunate circumstance that the Universities of Oxford and Cambridge determined no longer to confine themselves to the instruction of resident pupils, but to offer their encouragement and supervision to the studies of the young in all parts of England. The value of the aid thus tendered to the friends of education everywhere, was immediately and gladly recognised by the two associations of solicitors. A meeting was held, some months since, at Leeds, to receive a deputation from Oxford upon the subject of the proposed examinations, and one of the principal speakers was Mr. J. Hope Shaw, who is so well known to all our readers as an active member, both of the Law Society and of the Metropolitan and Provincial Law Association, and who has steadily laboured, during many years, to improve the character and promote the interests of his profession.

The Cambridge examinations will commence on the 14th of next December, and will be held in such places as the syndics appointed by the university may determine. The choice of places will no doubt depend upon the probability which appears of a sufficient number of candidates presenting themselves for examination. The University of Cambridge does not propose to itself to authorise the assumption by successful candidates of the title of "Associate in Arts," or any similar designation; but the names of the students who pass with credit will be placed alphabetically in three honour classes, and the names of those who pass to the satisfaction of the examiners, yet not so as to deserve honours, will be placed alphabetically in a fourth class. Certificates will be granted, specifying the subjects in which the student has passed with credit, or satisfied the examiners, and the class in which his name is placed. The preliminary part of the examination will be exacted of all candidates. It will comprise reading aloud, writing from dictation, parsing, and a short composition in English; and also arithmetic, and the rudiments of geography and English history. The further examination is divided into eight sections. Every student must pass in three at least of the first six sections; or in two of them, and in one of the two remaining sections. No student will be examined in more than five sections. The first section is that of religious knowledge, and this must be taken by every student, unless his parents or guardians object to his being examined in it. The second section comprises English history and literature, political economy and English law, and physical, political, and commercial geography. The third section is that of languages, Latin, Greek, French, and German. Passages will be set for translation from certain named books, and also passages from other books not named; and as regards Latin, French, and German, translations from English into those languages will also be required. It is to be observed, respecting the second and third sections, that a fair knowledge of any one of the subdivisions of either section will enable the student to pass in that section. The fourth section is that of mathematics. In order to pass, a student must be prepared with six books of Euclid, arithmetic, and algebra. Questions will also be set in trigonometry, including land surveying, and in the elementary parts of the applications of mathematics to natural philosophy. The fifth and sixth sections comprise respectively chemistry and anatomy, and certain cognate sciences. The seventh and eighth sections are devoted to drawing and music, and of these it has been already observed that a candidate for a simple pass will only be allowed to rely on one of them.

Cambridge has fallen considerably behind the promptitude of the sister university in producing her plan of examinations. It has been suggested by some observers, that Oxford has become slightly extravagant in a liberalism, which is, in her case, of very recent growth; and that at Cambridge, where the innovation upon old ideas was not so violent, more calmness and forethought have been shown in inaugurating the new system. Looking at the matter from our own special point of view, we consider it of very small importance whether the University of Cambridge does or does not authorise the articled clerk of a solicitor to write A. A., or any other initials, after his name. But we think that the offer of certificates, divided into four classes, will have an excellent effect in stimulating intellectual exertion. It appears to us that the Cambridge programme is very satisfactory, both in

its range of subjects and in the adjustment of its details; and we do not apprehend that the caution and delay of the earlier steps will prove in any respect injurious to the success of the measures now commenced. We earnestly hope that there will be manifested throughout the country a disposition to meet this effort of the universities with all the encouragement it deserves. Those ancient and illustrious bodies had undoubtedly ceased, for many generations, to exercise over the national mind the influence which they formerly possessed. From various causes they were induced to limit the sphere of their labours, and the scope of their education, and they left the great bulk of the middle classes of society to grow in wealth and in intelligence, without making any sufficient exertion to secure their sympathy and confidence. All sons and true friends of the universities must rejoice that much has been done of late years to restore their national character, and that the indifference or jealousy and hostility once felt towards them, is rapidly giving place to sentiments of gratitude and respect. We believe that one efficient means of reviving the legitimate influence of Oxford and Cambridge will be found in the co-operation which may be arranged between them and the Law Society regarding the general education of the solicitors. It is manifest that a body of men employed and trusted as solicitors are, and must be, will always possess a social influence, quiet perhaps and unobtrusive, but not the less potent; and it is essential to the well-being of society that the depositaries of this power should in every possible way be fitted to use it worthily. One means to this end appears to be, to improve the education of those who are to become solicitors. In aiding in this work, therefore, the universities would be rendering a public service; and they would, besides, at the cheap cost of printing a few names in a list of honours, attach to themselves the lifelong gratitude of men destined probably to rise, through industry and ability, to the foremost places in their profession.

We would urge upon law students and upon their friends and parents, and also upon the solicitors whose offices they have entered, or are about to enter, that the offers of the two universities may be at once voluntarily met, without waiting for any rule or recommendation of the Law Society. To youths between sixteen and eighteen, who possess fair abilities, and have been reasonably well educated, the examinations ought to present no difficulty that a few months' steady application would not overcome. Those who have quitted school, and have not yet been articled, cannot possibly employ time better than in preparing for and passing an Oxford or Cambridge examination. And those who have already entered offices will find attention to the course of business there, so far as a novice can understand or take part in it, quite consistent with such an amount of study as may enable them to pass, either simply or with distinction, in subjects suitable to their turn of mind, and to the education they have previously undergone. They may be sure that their time will be well spent, even if they delay for a few months to commence the special studies which are to fit them for a professional career. If it be true, as has been said, that graduates of the universities do usually learn as much in the three years' clerkship required of them as many other students do in five years, it may be expected that a mental training similar, so far as it goes, to that obtained at the universities will produce, to some extent, the same results. Nor need candidates for these examinations doubt that success in them will prove of solid practical advantage in the life for which they are preparing. They will obtain, in this way, a title to the respect of their brethren and of society which will increase as the value of education is better and more widely understood. We would press these considerations upon all young lawyers, and upon those who are interested in their prosperity; and we would also exhort all friends and well-wishers of the profession to encourage their sons and pupils to voluntary action in this matter, as the easiest method of gradually introducing such regulations as they all desire to see established.

Legal News.

WEST INDIAN INCUMBERED ESTATES COURT,

8, Park-street, Westminster.

(Before H. J. Stonor, Esq., Chief Commissioner.)

In the matter of the Estate of William S. Greatheed, ex parte Sophia Burgess.

This was a petition under the West Indian Incumbered Estates Act, 1854 (17 & 18 Vict. c. 117), for the sale of an estate in the Island of St. Vincent, called the Arnos Vale Estate.

The facts of the case appear in the judgment.

Mr. *Field*, of the common law bar, opposed the petition.

Mr. *Lever* appeared in support of it.

On the 27th of March the case was argued, and on the 30th of March the Chief Commissioner delivered his judgment as follows:—

The petition in this case has been duly presented, under the Act (17 & 18 Vict. c. 117) constituting and regulating the practice of this Court, for the sale of an estate, called the Arnos Vale Estate, situate in the Island of St. Vincent, one of the West Indian Colonies, which, by an order made by her Majesty in Council upon an address from the Colonial Legislature, has come within the operation of the Act. The proper schedules, affidavit, and abstract, accompany the petition. From these documents it appears that the estate is charged as to one moiety with a jointure to Mrs. Sophia Greatheed, the widow of the late Samuel Greatheed, Esq. (who died in 1827), under a settlement executed by that gentleman in his lifetime, and that the entirety of the estate is charged, under his will, with a sum of £24,000 for the portions of his three younger children—viz. John Greatheed, Esq., Sophia, the wife of the Rev. Richard Burgess (who is the petitioner), and Mary, the wife of Barnard Trollope, Esq., in equal shares, the shares of the daughters being settled upon them and their issue. There are also some other incumbrances, to which it is not necessary for me to refer, further than to state, that they include the unascertained costs of a suit in Chancery of *Greatheed* v. *Greatheed*, which appear to have priority over the portions; and I may notice, that another Chancery suit of *Greatheed* v. *Elliott* has also been instituted concerning this property. Payments have, at various times since the decease of Samuel Greatheed, been made to the jointress in respect of her jointure, and to the younger children in respect of the principal and interest of their portions, by the owner of the estate, and by the commissioners of the West Indian Slave Compensation fund; but both the jointure and the interest of the unpaid portions have eventually fallen into great arrear, and at the filing of the petition, about £2,000 arrears of jointure were due to the widow, and £3,276 principal due to each of the younger children, with interest for a very considerable period. The estate on the other hand is now entirely unproductive, and has been so, at all events, from the year 1854, when the jointress distrained on the crops and stock for her arrears, since which time no purchaser or tenant has been found for the property. It is stated that it would require a very considerable sum to be laid out on it to bring it into cultivation again, which sum a purchaser must regard as part of the purchase-money, and to be deducted therefrom. The parties before the Court have made various statements as to the probable price for which the property would sell; into the consideration of which, however, it is not necessary or expedient for me to go, further than to observe, that all agree in considering the estate at present to be insolvent, and unable to meet the charges upon it, and to be wholly unproductive and profitless.

The usual conditional order for sale was made upon the 14th of August last, and a time was appointed for parties to show cause against that order being made absolute. That time expired without cause having been shown, and in strictness the order should have been made absolute, but on entering upon the duties of my office, in February last, I thought it right, under the circumstances of this case, and in exercise of the powers reserved to me by the Act, to give an extended time to all parties for showing cause against the order, and on the 3rd of March (being the last day allowed), three objections were filed by Mrs. Sophia Greatheed, the jointress, and are as follows: 1st, that the yearly value of the estate during the last seven years cannot be ascertained, the same having been abandoned by the owner, and left uncultivated for several years; 2nd, that the commissioners

are not authorised by the Act to sell the estate discharged from the jointure of £600 a year charged on one moiety thereof in favour of the said Sophia Greatheed without her consent, which consent she withholds; and 3rd, that it would be unjust and inexpedient that a sale should be made. And on the same day Mr. John Greatheed also filed two objections identical with the 1st and 3rd objections filed by Mrs. Greatheed.

Mr. *Field* appeared as counsel for Mr. and Mrs. Greatheed, in support of the above objections, and I am extremely glad to have had his valuable assistance in the consideration.

It is now my duty to give my decision upon their validity, involving also the question whether the conditional order shall be made absolute.

Before doing so, however, I would remark, that, no affidavits having been filed by the parties, my decision is founded solely on the documents of record in this matter, and the facts thereby appearing. At the same time I shall bear in mind, and advert to the statements made in the course of argument, for the purpose of showing that, even had the facts stated been in evidence, they would not have been material on the present occasion; and were this otherwise, I should certainly be disposed even now to give time for the purpose of bringing such facts before the Court.

I proceed to the consideration of the first objection, which is filed both by Mr. and Mrs. Greatheed, viz. that the yearly value of the estate during the last seven years cannot be ascertained, the same having been abandoned by the owner, and left uncultivated for several years. The objection is an endeavour to bring the present case, not substantially, indeed, but formally, within the first of the two restrictions contained in the 32nd clause of the Act, and which alone limits the powers of this Court over land within its jurisdiction. That restriction directs "that no sale shall be made where the amount of yearly interests on the incumbrances attaching to the land in respect of which any application is made does not exceed one-half of the net yearly value of such land;" and then proceeds, parenthetically, "such yearly value to be calculated on the average profits derived therefrom, after deducting all necessary outgoings during the preceding seven years, or during such other period as the commissioners may, having regard to any special circumstances, think fit." Now, it is not for one moment contended that the yearly interest of the incumbrances on the property does not exceed one-half of the yearly value, which at present is absolutely nothing, or that it has not exceeded that amount on an average for the last seven years; but it is argued, because there is actually no income and no outgoings at present, and during several years, that there are no means of calculating the yearly value of the estate, or ascertaining the question whether or not the present case falls within the restriction. My answer is, that if this were so, it would be the misfortune of the objector, upon whom lies the onus of showing that the general policy and provisions of the Act, so strongly applicable to this case, are controlled by the restriction in question; but I deny that this is so, for I think it quite competent for the parties, having ascertained the exact amount of yearly interest accruing due, to inquire, also, what amount of income has arisen from the estate during the last seven years, which term I see no reason to depart from on this occasion; and if it is found that the annual income of the estate is absolutely nothing during a portion of that period (which is the present case), or even during the whole of the period, it will be only so much the clearer that the interest exceeds one-half of the yearly value of the land. With regard to the parenthetic clause, as to the mode of calculation, it appears to me to be only directory as to the nature of the credits and debits which are to be allowed in estimating the value of the estate where such credits and debits exist; and where the same, or either of them, do not exist, namely, where there are no profits or no outgoings, or neither profits nor outgoings, this clause ceases to have any operation.

Having thus answered the technical objection which has been made, I must add that the object of the first restriction in the 32nd clause is the prevention of the forced sale of a solvent estate, of which it is not shown that there is any danger or possibility in the present case, but every reason for presuming the contrary; I therefore think that both on technical grounds and on principle the objection fails to bring the present case within the restriction in question, and must be overruled.

As to the second objection made by Mrs. Greatheed, that "the commissioners are not authorised by the Act to sell the estate discharged from the jointure of £600 a-year, charged on one moiety thereof in favour of the said Sophia Greatheed, without her consent, which consent she withholds," it appears to me that this is an objection only to the mode of the sale, or rather an assertion of her rights in that respect, and not an objection to the absolute order for sale, except so far as it may be included in the third objection, which I am next about to consider. I should observe, however, that this objection raises directly a very important and difficult question on the construction of the Act as to the power of the commissioners to deal with jointures and similar interests, and to which I will fully advert in considering the remaining objection; and without prejudice to the consideration of this objection, and the question involved in it, so far as they are included in the next objection, this objection must be overruled. I think it right to add, that it appears to me to be a sufficient answer to the objection (and to any other open to the same), that it is not founded expressly on either of the restrictions contained in the 32nd clause, which are the only limitations to the jurisdiction of the commissioner, and the only valid grounds for objecting to the order for sale, which is primâ facie the petitioner's right.

The remaining objection, which is filed both by Mr. and Mrs. Greatheed, is, "that it would be unjust and inexpedient that a sale should be made." The object of the parties making this objection is, to bring the present case within the second restriction contained in the 32nd clause of the Act. The objection follows the terms employed in the clause, which are very wide and extensive, and impose a considerable responsibility on the commissioners. The argument in support of it has rested on the fact of Mrs. Greatheed's jointure extending over an undivided moiety of the land; the inability of the commissioners to sell the land discharged from it without her consent (which raises the important and difficult question to which I have already referred); and the great sacrifice which will be incurred by selling without such consent, which at present she withholds. It was also further stated, that, in all probability, the property under these circumstances will sell for less than the costs and the expenses of the sale and the charges in the schedule prior to the portions of the younger children, including the petitioner. The first question is, whether the commissioners are unable to sell the estate discharged from the jointure without Mrs. Greatheed's consent. The second question will be, whether, if this is the case, that circumstance, and the other facts stated, supposing them to be true and to be properly evidenced, are such as to make it appear to the commissioners that this sale would be unreasonable and unjust.

With regard to the point on the construction of the Act, I think that the commissioners have no power to sell the property discharged from this lady's jointure without her consent. The question mainly depends on the 34th and 45th clauses. The 34th clause directs "that in cases where any land to be sold is subject to dower or any interest in the nature of dower, to any annual or contingent incumbrance, to any incumbrance under the terms of which the incumbrancer cannot be required to accept payment of the principal money for a term of years yet to come, the commissioners should deal with such interests in one of the two following ways: that is to say, they shall either make the sale subject to such dower, interest, or incumbrances, or they may, with the consent of the parties entitled to such dower, interest, or incumbrances, cause the same to be valued at a gross amount, assigning thereto such priority as they think just." And under this clause, there can be no doubt that the commissioners have no power to sell discharged of a jointure, without the jointress's consent; but the 45th clause further provides that, "in cases where it appears to the commissioners unjust or inexpedient that a valuation should be made of such interests and incumbrances as they are hereinbefore authorised to cause to be valued at a gross sum, it shall be lawful for them to set aside and invest any portion of the money arising from any sale in such manner as they think fit, to meet the claims of any such interested persons or incumbrancers," and thus provides for a third mode of dealing with these interests; and the question arises, whether the commissioners can adopt that third mode without the consent of the incumbrancers entitled to such interests. The clause itself is silent on the point; but as it is only a proviso substituting such third mode for the second of the two modes peremptorily pointed out in the 34th section, and as such second mode can only be adopted with the consent of the incumbrancers, I think that, in the absence of an express provision, it must be held that this substitutionary mode can only be adopted with the like consent. The terms employed in the 45th clause also in some measure support this construction, as the power given to the commissioners is only given to them with respect to such interests as they are before authorised to cause to be valued at a gross sum; and they have no authority so to value the interests in question except under the 34th section, with the consent of the incum-

brancers. Again, with regard to yearly tenancies and other interests, the commissioners are, under the 33rd and 45th sections of the West Indian Incumbered Estates Act, clearly empowered to deal with them in all three modes without any consent of the incumbrancers; and in the Irish Incumbered Estates Act, 12 & 13 Vict. c. 77, clause 34 (which provides, inter alia, for annual charges like the present), the peremptory direction as to the two first modes of procedure is omitted, and the third mode is given to the commissioners absolutely without any reference to the second mode, and not merely as a substitute for it. These marked differences between the provisions made by the Legislature as to similar interests in the present Act, and as to identical interests in another Act having the same objects, evidently afford strong additional reasons for the construction which I have adopted. The last question in the case, therefore, only remains for consideration, whether, under all the circumstances, the sale is unreasonable or unjust. Primâ facie, it is impossible to suppose a case coming more strongly within the policy of the Act than the present. The property is charged far beyond its present value; is daily becoming more hopelessly insolvent; is subject to two Chancery suits; and is wholly uncultivated, and apparently without any prospect of improvement. No circumstances could more strongly demand the interference of this Court, to redeem it from its embarrassments, and restore it to cultivation and to commerce, the primary object of the Act. The objection now raised, that the jointress (by withholding her consent under the power which I feel it my duty to concede to her), may injure the sale of the estate, and may totally disappoint the younger children of their portions, appears to me to be a most unreasonable objection on her part, though, as regards the other incumbrancers, there is some force in it; and it will deserve their consideration how far it is expedient for them to press on a sale without obtaining such consent, or without obtaining a partition under the powers of the Act, ascertaining and dividing the moiety charged with her jointure from that which is not so charged. These, however, are matters for their consideration, and for the future consideration of the Court, upon proper application; but they form no objection to the absolute order for sale, to which the petitioner, in my opinion, is clearly entitled. In Mr. M'Niven's valuable treatise on the Irish Incumbered Estates Act, the principles which have been laid down by the commissioners of that Act, for their guidance in similar cases, are thus stated (No. 66, 2nd edit.):—"No matter what supposed or real injury may be shown as likely to result to the owner, or any other party interested, by making the order absolute, it should be understood that considerations of that description are not grounds to prevent an incumbrancer availing himself of the provisions of the Act. At the same time, where a clear case can be made out for a postponement of the sale, and of the owner being on the eve of procuring money to pay off the petitioner and other incumbrancers, the commissioners have made the order absolute, but directed no further proceedings for a limited time. The application for a postponement, or to stay proceedings, however, is quite distinct from showing cause; and if there be substantial grounds for it, the fact of the order having been made absolute does not make his position worse." (Id. 67.) Where there were very strong reasons for supposing that the estate would even become solvent by delay, and the petitioner's incumbrance was very trifling, Baron *Richards*, C. C., remarked:—"That the Court would be always open to any applications to defer sales, but that the circumstance of the whole rental being administered by receivers, brought this case strongly within the policy of the Act, and would of itself induce the Court to disallow the cause shown against the order." So also in this case the Court will readily listen to any proper application for delay, and will exert all its powers to procure an advantageous sale; but it is clearly of opinion that the circumstances of this case, particularly the present insolvency of the estate, and the absence of any present income from it, in other words, its ruin and abandonment, bring it most strongly within the policy of the Act, and that the sale is neither unreasonable nor unjust, but, on the contrary, is both reasonable and just, for the purpose of carrying out the public objects of the Act, and for affording to the petitioner and other incumbrancers the relief for them intended by the legislature; I therefore overrule the remaining objection, as well as the two others, and make the conditional order for sale absolute.

OXFORD CIRCUIT.—Gloucester,

(Before Mr. Baron Channell.)—*April* 3.

Dennis Trenfield, solicitor, was charged with forging a bond for the payment of money, with intent to defraud Robert Timbrill and Edward Dupre, at Winchcomb, on the 17th February, 1854.

Mr. *Cripps* prosecuted; Mr. *Cooke* defended.

The prisoner appeared in a very precarious state of health, and was allowed to sit during the trial. He wore a bandage under the throat to cover a wound, which had been caused by an attempt to commit suicide while in London. The prisoner up to the present year had practised the profession of an attorney and solicitor at Winchcomb, and had always been considered a man of repute and high character in his profession. In the beginning of the present year he became embarrassed in his circumstances, and in consequence of what happened then, parties who had had dealings with him looked to their securities. Mr. Edwards, lately steward to Lord Sudely, held a bond for £200, on which he had advanced that sum on the representation of the prisoner in 1854; the parties purporting to sign the bond being Mr. Timbrill, son of Archdeacon Timbrill, and the Rev. Mr. Dupre. Both these gentlemen admitted that they had had business with Mr. Trenfield, but declared the signatures to the bond were forgeries. Hence the present prosecution.

Mr. Edwards, a retired farmer, of Hale, deposed that in February, 1854, the prisoner applied to him to advance a sum of £200. He said he wanted it for Mr. Robert Timbrill, a son of Dr. Timbrill. He also mentioned the name of Mr. Edward Dupre, a clergyman living at Temple Guiting. Witness agreed to advance the money, and about a week or a fortnight afterwards he met the prisoner at his office, and gave him a cheque for the £200, receiving as security the bond produced. Some time after the prisoner came to his house, and wanted to see the bond. After looking at it he returned it to witness, saying, "Oh, it's all right." Witness had regularly received the interest up to February, 1857.

Cross-examined.—When the prisoner first applied to witness to advance the money, he said it was for Mr. Timbrill, and that Mr. Dupre would join him in the bond. I knew Mr. Dupre and was satisfied. He said the young man (Mr. Timbrill) was in difficulties. Prisoner had paid me interest on other moneys, but had also paid me this separately from other moneys.

The bond was put in as evidence, and read. It was in the usual form, and was attested by the prisoner.

Mr. Francis Henry Harvey, clerk to the Winchcomb Union, and in 1854 clerk to Mr. Trenfield.—The body of the bond produced is in my handwriting. I don't recollect filling up the bond, but have no doubt that I filled it up by Mr. Trenfield's direction. I had been his clerk about eleven and a half years, and the signature of the attesting witness was Mr. Trenfield's. I believe the signatures, "Robert Timbrill" and "Edward Dupre," are in the handwriting of Mr. Trenfield.

Cross-examined.—Recollect Mr. Timbrill staying some time at Mr. Trenfield's, when the sheriff's officers were after him.

The Rev. E. Dupre, of Temple Guiting, proved that the signature, Edwd. Dupre, to the bond was not in his hand writing, and that he had never authorised any one to sign the bond. Never heard of the existence of the bond until the present year.

Cross-examined.—Mr. R. Timbrill is my brother-in-law, and got into difficulties with his Cambridge creditors. Remembers being at the Gray's-inn Coffee-house some time in 1853, when some money was handed to Mr. Timbrill by Mr. Trenfield. Did not sign any bill or note for £300, as surety for Mr. Timbrill, at that time. After that meeting at the Gray's-inn Coffee-house I had received some small sums from Mr. Trenfield, which I handed over to Mr. Timbrill. In April, 1854, handed over £35, as a balance of £400, to Mr. Timbrill. I went to an insurance office in London to insure Mr. Timbrill's life in 1853. If Mr. Trenfield had asked me to sign a bill for £200 for Mr. Timbrill I should decidedly have done so. One day, when I met Mr. Trenfield in the street, at Winchcomb, he said to me, "I think I shall be able to release Mr. Timbrill from his difficulties, for I have borrowed £200 from Mr. Edwards." From recollection I think this was somewhere about 1854. He never said anything about a bond, or of having put my name to it.

Mr. Robert Timbrill, of Beckford, deposed—I am a son of the Rev. Dr. Timbrill. The signature to the bond produced is not mine, and I never authorised any person to put my name to it.

Cross-examined.—I got into difficulties at Cambridge, like other young men, and applied to Mr. Trenfield to relieve me from my difficulties. I was living for some time at Mr. Trenfield's house. Was in Wiltshire in September, 1853, and corresponding with Mr. Trenfield, and applying to him for loans of money. Looking at the letter produced, I suppose I ap-

plied to him for a loan of £400. I don't know what my debts were. My father knew what all my debts were. I got £200 from Mr. Trenfield—not quite £200. (Reading a letter handed to him.) By this letter I suppose I had. Can't tell how much short of £200 I had before the meeting at the Gray's-inn Coffee-house. To the best of my belief, I did not receive £100 at the Gray's-inn Coffee-house. Signed a note for £100 at Mr. Trenfield's office in 1853. Went to Worcester in 1854 in the name of Wilkin. Did not sign a note for £300 in 1853 to the best of my knowledge. Have paid the £100 note since Mr. Trenfield's difficulties.

Cross-examined.—I did receive some money at the Gray's-inn Coffee-house, which was sent by my father.

Proof was then given of the payment of the cheque for £200 given by Mr. Edwards.

Policeman Smith proved that he apprehended Mr. Trenfield in London. He was in a bad state of health, and could not be removed for three weeks. His jaw was broken, and there was a bullet in it.

In the defence, Mr. *Cooke* did not deny that the names of Messrs Dupre and Timbrill had been put to the bond by the prisoner; but he submitted that the prisoner considered he had sufficient authority, in his endeavour to settle the affairs of Mr. Timbrill, to put their names to the security without any specific authority from the parties themselves. The prisoner, having received letters from both Mr. Dupre and Mr. Timbrill, was well acquainted with their signatures; but he had made no attempt to imitate them. The act was, no doubt, a most indiscreet one, but he, not having had a final settlement with Mr. Timbrill, had not had the opportunity of paying off the bond, as was intended to be done when that settlement took place. It would be a question for his Lordship how far a person in the prisoner's position was authorised in affixing the signatures of the two parties to the bond.

His Lordship, in summing up, told the jury it was for them to decide as to the fraudulent intent of the prisoner in the transaction.

The prisoner was found *Guilty*, and, being called up, in answer to the usual question, said—I hope, my Lord, you will be favourable to me. I hope, gentlemen of the jury, you will recommend me to mercy; pray do.

Mr. Baron Channell, addressing the prisoner, reminded him that a few years ago this was an offence punishable by death, but, although that was not now the case, the offence was one of a very serious character; and more especially when committed, as in this case, by a person occupying a position in life like him. As an attorney and solicitor, people necessarily put great confidence in him; and he believed that, with regard to the great body of gentlemen belonging to that profession, that confidence was not abused. But, unhappily, many cases had lately occurred in which persons in the position of trust and confidence had been guilty of that of which he (the prisoner) had just been convicted. When cases of this description were proved—and proved as clearly as in this instance—against persons of the character of the prisoner, it was necessary that they should be visited with severe punishment. His Lordship then sentenced him to ten years' penal servitude.

The prisoner groaned, and was then assisted from the dock.

OXFORD CIRCUIT.—Gloucester.

(Before Mr. Baron Watson and a Special Jury.)

Hadcock and Others v. *Trotman and Others.—April* 7.

Mr. Serjeant *Pigott*, Mr. *Dowdeswell*, and Mr. *H. James*, appeared for the plaintiffs; and Mr. *Collier*, Q. C. (specially retained), Mr. *Skinner*, Q. C., Mr. *W. H. Cooke*, and Mr. *Powell*, for the defendants.

The question in this case was, as to the validity of a will made by a penurious old lady named Higgins, who formerly lived at Awre, in this county, and died on the 13th of May, 1855, at the advanced age of 79. The case has excited considerable local interest, owing to the circumstance that the will was made when the old lady was in a very infirm and sinking state, and only a few weeks before her death; and also owing to the circumstance that, by the will, which was made by Mr. Smith, a solicitor at Newnham, one moiety of the old lady's property was bequeathed to Mrs. Elliott, who was Mr. Smith's mother-in-law, and living with him in his house. On the previous trial the jury found a verdict in part in favour of the plaintiff, the heir-at-law, and in part in favour of one of the defendants, Mrs. Lewis, the cousin of the deceased, to whom the other half of the property had been bequeathed. On the present occasion, after a trial which has occupied part of three days, the jury, without hesitation, found a verdict generally for the defendants. This verdict establishes the will in its entirety, and clears away those suspicions which otherwise would have rested on the professional character of the solicitor.

Verdict for the defendants.

NORTHERN CIRCUIT.—Liverpool.

(Before Mr. Justice Byles and a Special Jury.)

Cecil, Assignee &c., v. *Taylor.—April* 1.

This was an action to try the validity of a bill of sale. The case was tried last assizes, when the jury could not agree, and were consequently discharged without giving a verdict.

The jury, after an absence of nearly two hours, returned and said, "they were unable to agree, two of their brethren being quite unmanageable." The counsel declining to take the verdict of the majority, they were requested to retire, and returned again some time after, and assured the judge that an agreement was impossible, there being ten for the defendant and two for the plaintiff. The judge then dischrrged the jury, and thus the two trials were fruitless. On the last occasion the jury was a common jury, and it was understood that there was a majority of eight to four for the plaintiff.

THE READING ASSIZE COURTS.

The counsel, attorneys, and suitors attending the assize courts in Berkshire have long complained of the wretched provision made for their accommodation. But now that Reading has been fixed upon as the last assize town on the Oxford Circuit, and the business has in consequence increased, the inconvenience of the existing courts has become aggravated, so as to become an intolerable nuisance. There is not even room for gentlemen to sit down; so that many of the counsel and nearly all the attorneys have been obliged to stand a great portion of the day. The seats provided for the counsel consist only of four rickety old benches, scarcely good enough for a ragged school; and as to other arrangements, which are usually considered necessary for the sake of convenience and decency, we should be sorry to be called upon to describe them. We know that some years since the county magistracy determined on the erection of new assize courts, and, though this resolution has remained for some years in abeyance, we are glad to hear that it is now likely to be carried out. It has been objected that the assizes might be held at Abingdon, instead of Reading, but we happen to know that the accommodation provided in that obsolete and outlandish little town is quite as bad, if not worse, than it is at Reading, with the additional inconvenience that the two courts are a quarter of a mile apart. We therefore trust the county of Berks will cheerfully discharge the duty which the law casts upon it, and will, without unnecessary delay, provide assize courts suitable for the age of railways and electric telegraphs.—*Times.*

THE LATE COMMITMENT OF AN ATTORNEY BY THE JUDGE OF THE CITY SHERIFF'S COURT FOR CONTEMPT.

At a Court of Common Council, held on the 1st inst., Mr. H. Wellington Vallance, chairman of the Officers and Clerks Committee, brought up a report, stating that the committee, to whom was referred the petition of Mr. George Henry Lewis, solicitor, for an inquiry with respect to his commitment by the judge of the Sheriff's Court, under the City Small Debts Act, and other matters relating to the said court, had proceeded in such reference.

The petition consisted of two parts—the one complaining of the commitment of the petitioner by the learned judge, and the other containing allegations that since the appointment of Michael Prendergast, Esq., Q.C., as judge of the Sheriff's Court, his want of temper and discourteous conduct have driven solicitors from the court, and that the causes have diminished in number and importance, and that the efficiency of the court had become impaired, and that the manifestation of applause by the public attending the court was permitted by the learned judge.

With respect to the complaint of commitment, the committee finding that the Act of Parliament constituting this Court gave to the judge the power which he exercised, after a careful inquiry into the circumstances attending that commitment, are

of opinion that the provocation given to the judge justified him in so committing the petitioner.

As to the allegation that solicitors have been driven from the court, two instances have been shown of gentlemen declaring their intention of withdrawing from practice therein; and with respect to the alleged diminution of the business of the court, the committee have ascertained that such diminution has not taken place; but that, on the contrary, the business of the said court has increased.

With respect to the conduct of the Court as to the manifestation of applause, the evidence produced to the committee was so conflicting as not to permit their arriving at an accurate knowledge of the facts; but the committee hope that due regard to the dignity of his office will be shown by the judge presiding, and that directions will be given to the officers to prevent any indecorous demeanour on the part of the public attending there.

TRANSFER OF LAND IN IRELAND.

(*From the Dublin "Freeman's Journal."*)

Without metaphor, the Incumbered Estates Court is one of the few blessings we owe the British Parliament. It superseded an old and vicious system, whose procedure was framed, not to expedite justice, but to accumulate costs. The simplest claim could not be determined without undergoing an exhaustive process which made courts of equity a reproach to a civilised society. In latter times, under the pressure of reform and the universal feeling that justice, which should be the cheapest, was the most expensive of all commodities, equity courts abated their pretensions to plunder and simplified their procedure. When the public saw a few officers sitting in Henrietta-street, discharging an amount of business which the Court of Chancery would not have accomplished in half a century, and at one-fifth of the cost, they naturally demanded a revision of the system which contrasted so strongly with the modest character of its rival—and in obedience to the public wishes Chancery reform commenced and progressed. No doubt the present Chancery procedure differs essentially from the old. Suits are now determined in a comparatively short time, and with moderate cost. In most causes a final decree can be had in a few months, and some persons go so far as to declare that in despatch and expense the Court of Chancery is to be preferred to the Incumbered Estates Court. We believe, however, this opinion is the result of professional prejudice; but even though it were well founded in the present condition of equity business, it by no means follows that the assumed despatch would be a constant incident if the business of the Incumbered Estates Court were transferred to the Court of Chancery. This is what a large professional class seeks to effect, and this is exactly what the public will never concede. It is urged that the two tribunals are inconsistent and uselessly expensive. With respect to the inconsistency, where does it lie? The Court of Chancery has its own peculiar and very extensive domain, though in some cases a co-ordinate jurisdiction with the Incumbered Estates Court, while the latter works in a region of its own, and by rules and processes of its own. If the absorbers into chancery believe in the inconsistency, and consider it detrimental to the public interests, the public would have no objection to limit the chancery field, and transfer to its rival all matters relating to the sale of land and the distribution of the funds. It seems to us this chancery zeal is carried too far, and may be productive of consequences which the monopolists do not at present foresee. With regard to the expense of two courts exercising concurrent jurisdiction, this consideration may be left to the vigilant guardians of the Consolidated Fund. How anxious we are to cultivate economy, and grudge a few thousands a year in the maintenance of an Irish institution unrivalled in the world for utility, efficiency, and cheapness!

Mr. Fitzgerald is, at least, as good a judge of the matter as the gentlemen who argue so strongly for fusion. Of Mr. Whiteside we are not so positive; and until we see his measure, we refrain from giving him the credit to which his predecessor in office is eminently entitled. Mr. Fitzgerald has signified his intention to bring in a Bill to perpetuate the Incumbered Estates Court and enlarge its jurisdiction and powers. He did this while in office, so that his adversaries cannot charge him with aiming at popularity when out of office. The temper of the House of Commons was completely with him on both occasions; and we doubt not his very useful measure will be cordially carried through, if it be better calculated to accomplish the desired ends than the rival Bill of the Attorney-General. The Court of Chancery could never be made the effectual instrument of such reforms. No change in its procedure could secure the same despatch, cheapness, and satisfaction. Though not overwhelmed with business, it has quite as much as it conveniently can discharge. Enlarge it with the enormous addition arising from the ordinary business of the Incumbered Estates Court and the accretion from the second branch contemplated by Mr. Fitzgerald's Bill, and it is at once choked up. Delay and expense must be the inevitable result, and in a few years a cry would be raised to reconstitute the superseded, or some similar, tribunal to supplement the defects of the Court of Chancery. From the bitterness with which the Attorney-General assailed the late Chief Commissioner, and his occasional hits at the Court itself, we have no great reliance on his friendly advocacy. His Bill will probably halt at the point beyond which its usefulness should begin; but he knows how strongly public opinion runs in favour of the Incumbered Estates Court, and that any attempt to damage it would be encountered with fierce opposition. In Mr. Fitzgerald's sincerity we have more faith, and now that he is unembarrassed by official considerations, which affect the conduct more or less of all public men, we have no doubt his measure will go to the full extent required by the public. We are invited to wait until the fate of Lord Cranworth's Land Transfer Bill in the Lords is decided. We are told the intended simplification of real property transfer by the ex-Chancellor's Bill is so closely connected with the continuation of our court, that the postponement of Mr. Fitzgerald's and Mr. Whiteside's Bills would not only be prudent, but necessary. Any person who had taken the trouble to read Lord Cranworth's statement on moving the second reading of his Bill, knows that the principle is wholly unconnected with the principle of Mr. Fitzgerald's Bill, and resembles it as closely as Macedon does Monmouth. Lord Cranworth's is a very small reform in a different direction; and not to be outdone in his own field, Lord St. Leonards has introduced another measure independent of, and partially conflicting with, Lord Cranworth's. Both, however, are far wide of Mr. Fitzgerald's, and we trust it will be among the statutes of the session about the 1st of August next. All the reclamations and sophistries of lawyers cannot disturb "the Revolutionary Tribunal." A new and beneficial career is opening before it, and we doubt much if the results developed in that court under the extended jurisdiction will not lead to the greatest social reform ever accomplished in England.

Mr. M. D. Hill, Recorder of Birmingham, has been compelled to leave England and visit Gibraltar for the benefit of his health. At the late Birmingham Borough Sessions his place was occupied by Mr. Isaac Spooner.

The Clerkship of the County Court at Berwick has become vacant by the death of Mr. J. F. Pratt.—*Civil Service Gazette.*

Goldwin Smith, Esq., M.A., barrister-at-law, has been appointed by the Queen Professor of Modern History in the University of Oxford, in the room of Henry Halford Vaughan, Esq., M.A., resigned.

Recent Decisions in Chancery.

PRACTICE—EVIDENCE—PRODUCTION OF DOCUMENTS—MORTGAGE DEED—SOLICITOR AND CLIENT.

Davis v. *Parry*, 6 W. R. 174.

The practice of the Court relating to the production of documents in a cause is not very intelligible or satisfactory. If the rule were that all parties must produce every document in their possession or under their control, it would at any rate be simple and easy of apprehension; but it is now sometimes a matter of great doubt whether, in a particular case, a plaintiff or defendant has a right to call for documentary evidence in the possession of his opponent. The 18th and 20th sections of the 15 & 16 Vict. c. 86, regulate the present practice on the subject. Under the 18th section the Court may, upon the application of the plaintiff, make an order for the production by the defendant of such of the documents in his possession or power relating to matters in question in the suit, as the Court shall think right. By the 20th section, the Court is empowered, upon the application of a defendant, to make a similar order against the plaintiff. In both sections, a great deal is left to the discretion of the judge, without any suggestion of a rule by which he should be guided; and hence there has been considerable diversity of opinion as to how the judge's discretion should be exercised in making these orders. Almost the only certain ground for resisting an application to produce documents

* 1 Sol. J. 699.

is that of professional privilege, or communications between legal advisers and their clients. In our observations on the case of *Betts* v. *Menzies** (5 W. R. 767), we showed how many attempts had been made—and some of them successfully—to extend this privilege—*e. g.* as to communications about the subject matter of litigation between parties themselves, and between parties or their legal advisers and strangers. Another limitation of the rule is that which relates to securities and documents upon which the holder has a lien, or of which he is entitled to the custody, and which he is not bound to produce until payment of what is due to him. Thus the Court will not generally order a mortgagee to produce his mortgage security until he is paid all that he is entitled to receive; nor will it consider payment into court of the largest sum that can possibly be owing by the mortgagor, proper payment to the mortgagee. Where, however, the bill impeaches the securities on the ground of fraud, and the plaintiff is willing to pay what is actually due, the Court would probably order the production, where the circumstances are such as to show that the plaintiff is entitled to discovery; but the mere allegation of fraud is not sufficient to entitle the plaintiff to the production of the deeds impeached. "Where a bill alleges," said Lord *Langdale*, in *Bassford* v. *Blakesley* (6 Beav. 133), "that deeds have been obtained by fraud, and the answer entirely denies the fraud, and states the deeds, the plaintiff is not, in that situation of things, entitled to an order for their production." On the other hand, it is not necessary that the defendant should admit that there has been fraud. Each particular case is governed by its own circumstances. But where the mortgagee denies fraud or notice in his answer, and neither is proved, the Court would probably, upon the authority of *Crisp* v. *Platel* (8 Beav. 62), and *Dendy* v. *Cross* (11 Beav. 91), refuse to order the production of deeds, the validity of which is disputed. In some cases, deeds or documents are ordered to be produced before the examiner for the purpose of being proved, leaving it open to the defendant to refuse to produce them at the hearing.

Davis v. *Parry* was a suit instituted by a mortgagor against his mortgagee, who was a solicitor, and the bill prayed to set aside the mortgage deed, upon the ground that it had been obtained from him under circumstances of pressure and surprise, which was denied by the answer. If the case had stopped here, probably the Court would have refused the motion for the production of the deed. But it was in evidence that the defendant had acted as the solicitor of the plaintiff, and that he had no other professional adviser in the transaction. Upon this ground it was that *Stuart*, V. C., ordered the defendant to produce the deed. "Where a mortgage had been prepared by a mortgagee, who was also the solicitor of the mortgagor, and at the expense of the latter, the ordinary rule as to the non-production of a mortgage deed by a mortgagee was inapplicable, on account of the professional relationship and confidence existing between the parties." Where a mortgagee is ordered to produce a deed, he is bound to produce everything which depends upon the deed. Thus, where a suit was instituted to set aside a conveyance of an equity of redemption, *Wood*, V. C., held (*Jones* v. *Jones*, Kay, App. vi.), that, with the deed, the mortgagee should produce a receipt for the mortgage money, which he had obtained after the date of the deed. As to the practice—where a motion to produce is required, and, also, as to subpœna duces tecum, see *Selby* v. *Frazer* (5 W. R. 341),* and *Holden* v. *Holden* (5 W. R. 217).

CHARTER—CONDITION—PRINCIPLES OF CONSTRUCTION.

Rendall v. *The Crystal Palace Company*, 6 W. R. 416.

The point involved in this case presented itself in a very neat shape. The charter of the company contained an express condition that no person should be admitted to the building or grounds on the Lord's-day, in consideration of any money payment, whether made directly or indirectly. The question was, whether the issuing of tickets, to admit shareholders and their nominees on Sunday, in consideration of their giving up shares to be cancelled, was a violation of the charter. The grounds relied on, on behalf of the company, were:—1. That a condition in a charter ought to be construed as strictly as a condition in a deed or a penal statute, and that the construction put upon the term money in criminal statutes, and even in a will, was such as not even to include stock in the funds, credit at a bank, or other consideration of a pecuniary nature. 2. That, even if the phrase "money payment, whether made directly or indirectly," was wide enough to embrace any kind of valuable consideration; still the extinction of a share was only the retirement of one member of the partnership, and not the transfer of value to the company, although it might benefit each individual shareholder, by reducing the number of persons entitled to participate in dividends. 3. That the charter must be construed with reference to the existing law at the time, by which the only thing forbidden was the admission of the public at large, as distinguished from particular classes, to entertainments on the Lord's-day; and that the only meaning of the condition was, to bind the company, under pain of forfeiture, not to violate the law as to Sunday entertainments.

On the first point, the general principle of construction of conditions in charters, the judgment of *Coleridge*, J., in *R.* v. *Eastern Archipelago Company* (22 L. J., Q. B., 206) contains the principal authorities, and is strong in favour of a strict construction. The Vice-Chancellor, in the present case, does not appear to have questioned this view, but he decided that he could not limit the phrase "money-payment" to cash, and held that the surrender of shares to be cancelled was an indirect money payment to the company. This disposed of the first two arguments. On the third point it was held that the words of the charter indicated an intention not merely to compel the company to observe the prohibitions of existing statutes, but to place them under peculiar restrictions more severe than those imposed by the general law. The demurrer which had been filed to the bill was accordingly overruled.

APPORTIONMENT ACT—SHARES IN A JOINT STOCK COMPANY—DIVIDENDS—BONUS.

Hartley v. *Allan*, 6 W. R. 407.

The Apportionment Act of 4 & 5 W. 4, c. 22, is a very ill-worded statute, and the present case is one of many which its obscurities have caused. The Act directs apportionment in the event of the death of any person having a life interest in rents, annuities, pensions, *dividends*, moduses, compositions, and all other payments made payable or coming due at fixed periods, under any instrument coming into operation after the passing of the Act. Inasmuch as dividends on shares were not payments coming due at any fixed period, it was argued that the word "dividends" must be restricted to the dividends on stock. *Kindersley*, V. C., said that the language, taken strictly, did not express what was intended, and that to make sense of it it was necessary to limit the operation of the general words as to fixed payments, so as not to make them apply to the enumerated interests, viz., annuities, dividends, &c. On this construction there was no ground for confining the word dividends to stock, and it ought to be read as including dividends on shares in a joint stock company. Another question was, whether a particular sum which had been divided by the company under the name of a bonus, was also within the Act. His Honour held that, it being clear that the company did not themselves regard it as dividend, it could not be treated as such, and that, whether it was in fact derived from capital or income, it was not apportionable under the Act.

COSTS—HIGHER AND LOWER SCALES, WHEN APPLICABLE

Gibbs v. *Gibbs*, 6 W. R. 415.

The 7th rule of the 2nd Order of January, 1857, directs that in all proceedings by special case, and in all proceedings relating to funds carried to separate accounts, and in all proceedings under any railway or private Act of Parliament, or under any other statutory or summary jurisdiction, and generally in all other cases where the estate or fund to be dealt with should be under the amount or value of £1,000, the lower scale of costs was to be charged.

In *Reade* v. *Bentley* (3 Kay & Joh. 271), which was a question of partnership in a publication, the value of the property was certified to be under £1,000; but *Wood*, V.C., is reported to have held that the case "came within the higher scale, as it was not one of the cases specified by the orders as subjects of the lower scale." The inference from this was, that the lower scale applied only to the proceedings specifically mentioned in the order, viz. special cases, separate accounts, and statutory or summary jurisdiction. In *Gibbs* v. *Gibbs*, which was an interpleader suit for a bill of exchange for £400, the question was raised before *Kindersley*, V. C. His Honour considered that the lower scale applied; and after conferring with *Wood*, V. C., said that *Reade* v. *Bentley* was not intended to have the large effect attributed to it, the ground of that decision having been that it was a question of injunction and partnership where there was no estate or fund to which the order could apply; and held that the words "other cases" in the order were meant to refer to suits as well as to proceedings of the nature specified in the order.

* 1 Sol. J. 341.

Cases at Common Law specially Interesting to Attorneys.

Bankruptcy—Custom of Bankers—Short Bills treated as Cash.

Ex parte Barkworth, in re Harrison, 26 L. J. (Bank Ca.) 5.

In this case F. & Co., customers of a bank, had paid in to their current account certain short bills of exchange not yet arrived at maturity, which were credited to them by the bank, without any contract or arrangement to that effect, as cash. Before the bills became payable, the bank failed; and the question now arose whether these bills had become the absolute property of the bank, by their having credited F. & Co. with the cash to be afterwards realized on them, or whether the bills must not be given up to F. & Co. by the assignees. At the time of the bankruptcy, F. & Co. had a balance in their favour at the bank. The bankruptcy commissioner decided the point in favour of the customer, and the Lords Justices supported his view without the least hesitation. Indeed, the Court said, that unless there could be proved an agreement between the parties to the effect alleged by the assignees, either express (of which, in the case before them, they were of opinion there was no evidence), or to be implied from the course of banking business (of which the case of *Thompson* v. *Giles*, 2 B. & C. 422, was decisive in favour of the customer), the proposition raised on behalf of the bank was "as startling as a demand by a bankrupt to retain the plate or title-deeds which a customer has deposited with him for safe custody."

Bankruptcy—Promissory Note—Effect of giving time to Maker—adding Fresh Name as Guarantee.

Ex parte Yates, in re Smith, 26 L. J. (Bank. Ca.) 9.

In this case it was held by the Lords Justices—reversing the decision of one of the Bankruptcy Commissioners—that an extension of time, granted by the payee of a promissory note, at the request of one of the joint makers thereof, did not operate so as to discharge the separate estate of such maker from proof of the debt secured by the note. It was further held, that the note in question was not rendered invalid as between the makers and the payee, by the circumstance that, some time after it was given, the name of an additional party (with the concurrence of all the parties) was put at the corner of the note, as a guarantee of its ultimate payment: such an addition was construed as an informal indorsement. The case chiefly relied upon by the commissioner in support of the view he had taken was that of *Gardner* v. *Walsh* (5 Ell. & Bl. 83); but that decision was distinguished because there was no consent by all the parties concerned, as in the case under discussion.

Goods sold and delivered — Action for, must be by Vendor, not by a subsequent Owner.

Boulton v. *Jones*, 2 H. & N. 564.

This was an action for the price of goods sold; and the defendant's defence was, that, though he admitted that he had received the goods in question, and that they were the property of the plaintiff when the goods were delivered, yet he had dealt with another firm for the purchase of them, and had received no notice of the change in the ownership. Hence he could not have pleaded to an action at the suit of the present plaintiff a set-off in respect of any debt due to himself from the person with whom he contracted; and, therefore, according to the case of *Bickerton* v. *Burrell* (5 M. & S. 383), and the more recent decisions of *Humble* v. *Hunter* (12 Q. B. 310), and *Isberg* v. *Bowden* (8 Exch. 852), the action was not well brought; for the plaintiff could not by purchase of the stock of the party with whom the defendant contracted entitle himself to sue on such contract. This defence the Court held was a valid one; and they said, that where a contract is made, in which the personality of the contracting party is or may be of importance —as, for example, a contract with a man to write a book, or the like, or where there might be a set-off—no other person can interpose and adopt the contract.

Law of Arbitration—Action to recover Excess of Charges paid to take up the Award.

Barnes v. *Braithwaite*, 2 H. & N. 569.

This case decides the validity of an action as to which considerable doubt has been entertained, though of late a strong impression has prevailed in its favour (see *Re Coombs*, 4 Exch., 839; *Fernley* v. *Branson*, 20 L. J., Q. B., 178), viz., that the excess beyond proper remuneration for the services performed, which is paid to a lay arbitrator in order to take up his award, may be recovered in an action for money had and received. In the case under discussion, the plaintiffs having brought an action, it was referred to the defendants, who were civil engineers. The award was in favour of the plaintiffs, and they, in order to take it up, were compelled to pay the defendants more than £400, which, on taxation by the Master, was reduced by nearly half.

Carriers' Law—Refusal by Consignee to accept Goods.

Hudson v. *Baxendale*, 2 H. & N. 575.

In this case, which was an action against carriers by the consignor to recover the amount of damages which had been occasioned by the rejection of the goods conveyed by the consignee, it was attempted to establish as a rule of law—with reference to the liabilities of carriers—that a carrier is bound to give notice to the consignor in the event of a refusal by the consignee to accept goods sent to him. Evidence to prove such an usage was tendered at the trial of the action, but was rejected by the judge, who told the jury that no such universal rule was in existence, but that a carrier is only bound to do what was reasonable under all the circumstances of the particular case, and that it was their office to decide what was reasonable. The jury having, under these circumstances, found a verdict for the defendants, a new trial was moved for on the ground of misdirection; and the principle above referred to was attempted to be supported by the decisions in which the duty of agents towards their principals, with regard to apprising them of such facts and circumstances as may be important to their interests, is asserted; such, for example, as *Callander* v. *Oelricks* (5 Bing., N. C., 59), where it was held that an insurance broker, employed to effect an insurance, was bound to give notice to his employers in case of failure to accomplish the end in view. The Court held, however, in concurrence with the ruling at nisi prius, that the verdict depended upon whether the carrier under the circumstances acted as a reasonable man would do, and that the solution of this question was strictly within the province of the jury, to whom it had been left.

In this case it was also incidentally laid down, that a carrier is liable for the safe carriage of the goods entrusted to him from and to the places between which he undertakes to carry, in respect of all loss or injury, except such as may arise from *a defect in the package*; and that the onus of proving such defect to have existed lies upon the carrier. The doctrine as to this, laid down by Lord *Ellenborough*, in *Stewart* v. *Crawley* (2 Stark. 323), was therefore supported. There, in holding a carrier liable for the loss of a dog tied with a string, it was remarked by that judge that "the case was not like that of the delivery of goods imperfectly packed, since in that case the defect was not visible."

Practice—Affidavits and Exhibits—Custody of Documents.

Attenborough v. *Clark*, 2 H. & N. 588.

In this case a rule for a new trial had been obtained by the defendant on certain affidavits. Those affidavits referred to exhibits which had not been deposited in court, and a motion was made on behalf of the plaintiff that, before drawing up the rule for a new trial, these documents might be brought into court to enable the plaintiff to take copies of them. This application was opposed on the ground that there were proceedings pending in another court, in which those documents were required, and that they had already been seen by the plaintiff's attorney; but the Court said the documents must be brought into court, and remain there till the matter was disposed of, otherwise the rule which had been obtained for the new trial would not be drawn up in the Master's office. It was intimated, however, that if not annexed to the affidavits, but referred to only as exhibits, they might be afterwards taken out of court without previously obtaining the leave of the Court.

It may be remarked that there are two ways of verifying any document used as a foundation for any application to the Court. It may either be annexed to an affidavit in which the document is described as the deed, letter, or rule, "hereto annexed" (see *Fidlett* v. *Bolton*, 4 D. P. C. 282); or the document may be simply referred to as "exhibit A," "B," &c., in which case the document is not annexed to the affidavit at all, but is identified by a memorandum indorsed by the party administering the oath to the person making the affidavit, to the effect that the document was exhibited to the deponent before swearing. This latter course, it is said in the books, should be adopted when it is desired to keep the document so sworn to in the possession of the party to whom it belongs; and that, when so referred to, it is so far considered part of the affidavit, that the opposite party is entitled, as a matter of course, to a copy (see *Tebbutt* v. *Ambler*, 7 D. P. C. 674). It would seem, by the case under discussion, that the document

must also be deposited in court in company with the affidavit, as long as the assistance of the Court is required, or any application is before it, for which the document is the whole or part foundation.

Correspondence.

EDINBURGH.—(*From our Edinburgh Correspondent.*)

Boe and Others v. *Anderson and Others.—Nov.* 11, 1857.

This case is reported not only because it raises several nice questions of municipal and international law, but also because it affords a curious illustration of American procedure, and of the very insufficient means taken by the Court to inform themselves in regard to Scotch law, when disposing of important questions depending upon it.

Stephen Henderson, a Scotchman, who died on the 10th of March, 1838, domiciled in Louisiana, in America, left an holographic last will and testament, dated 1st of August, 1837, which contained a legacy thus expressed:—"1st. Two thousand dollars per annum to be paid to the poor of the town of Dunblane, in Perthshire, North Britain. This sum to be divided by the resident minister of the Presbyterian Church, and the two highest civil officers in the town, to be paid upon due proof of their acceptance of the trust, say 2,000 dollars. And 2nd. Two thousand dollars for the erection of a school-house in the town of Dunblane, for ten years only, and for the purpose of educating the poor, this being the place of my birth." He also left a nuncupative will, dated 5th of March, 1838, thus expressed:—"I hereby make anew each of the particular legacies contained in my said will in favour of each of the legatees purely and simply, and it is my wish and desire that any property of which I may die possessed not passing for any cause whatever under any of the dispositions in any former will or of this, may accrue to them in proportion to the amount of their respective legacies or their value."

Under the present action, the pursuers, the Rev. James Boe, minister of the Established Church in Dunblane, Andrew Cross, sheriff-substitute of the western district of Perthshire, officiating and residing in Dunblane, and Charles Macara, sheriff-clerk depute of the western district of Perthshire, also officiating and residing in Dunblane, seek to have it found and declared, that the legacies above set forth are capable of being carried into effect by the law of Scotland; and that the pursuers are the persons who answer and fulfil the description and designation of administrators of these legacies or provisions, as contained in the said wills, and are, by the law of Scotland, competent and entitled to receive, discharge, apply, and administer the said legacies and provisions for the purposes and for behoof of the persons intended to be provided for or benefited thereby. The pursuers further ask to have the defenders, as having either by themselves or the parties whom they represented taken possession of and appropriated portions of the succession of the said Stephen Henderson, on the footing that they were his legal heirs or representatives, ordained to make payment to the pursuers in the manner therein set forth.

The defenders stated five preliminary objections to the action:—1. That the pursuers had no title to insist in it. 2. That it was excluded exceptione rei judicatæ. 3. That the Court of Session was not forum competens to try it. 4. That the executors had not been called; and, 5. That there had been undue delay in making the claim.

The first objection arises on the terms of the will; the second is founded on certain proceedings which took place in America, and which may be shortly stated:—In March, 1838, the executors nominated in the will obtained confirmation from the Court of Probates. In August following, John and Ann Henderson, defenders in the present action, presented a petition, praying that the executors, and one Strawbridge, should be appointed to represent the absent heirs, alleging that the legacies were void, and claiming the estate in so far as it might be found to be intestate. Strawbridge answered, and asked that the legacies in question should be ordered to be paid. Other parties, legatees, also answered and denied that the petitioners were heirs, and alleged that the above legacies were invalid. In 1839 two deeds of compromise were entered into, the first stipulated that the whole estate should be transferred to the petitioners and the legatees who opposed; the second submitted certain questions to the Court. Strawbridge was not a party to either deed. The proceedings are not intelligible, but the result seems to have been, that the Court held that the matters referred could only be disposed of by the courts of ordinary jurisdiction; but considered that it was proved that all the legacies had been satisfied, and they therefore recognised the parties to the second agreement, who all seem to have become plaintiffs, as entitled to the estate, and ordered the executors to account. Apparently, the strongest piece of evidence was a statement by Strawbridge, in a document called "Testimony for John and Ann Henderson," that he had addressed letters to the minister and civil functionaries of Dunblane, which he had reason to believe had been received; that, from this and other circumstances, he believed there "was no intention on the part of the town of Dunblane to claim the legacy." The executors were subsequently, as such, discharged in June, 1839. In the meantime, Thomas and Jean Henderson, the only other defenders in the present action, children of a brother of the testator, had, in the character of heirs-at-law, raised an action in the same court, to establish the invalidity of the will. A third deed of compromise was entered into between them and all the other parties, whereby the challenge of the will was abandoned; while John and Ann Henderson, the other two defenders in the present action, undertook, along with Stephen Henderson and the other heirs and residuary legatees, inter alia, to pay whatever sum might be adjudged to be necessary to satisfy the legacies to the town of Dunblane. The suit, in which this compromise took place, was also intimated to Strawbridge, but he was no party to the compromise. By these various deeds the executors were appointed "attorneys in fact" of all the parties to them, and were authorised to test the validity of the legacies to the town of Dunblane, and thereafter divide in terms of the deeds. Proceedings were taken in November, 1846, against these attorneys in fact, who, although discharged as executors, still continued to hold the funds in the character imposed upon them as above mentioned. The attorneys answered that they could not pay in respect of their liability under the will to other parties. It was agreed, inter alia, to try the validity of the Dunblane legacy—a commission setting forth that the legacy was to the minister and "the two highest civil officers *in* the town," instead of "*of* the town,"—had been issued in November, 1846, to examine the professor of civil law in Glasgow, and a writer to the signet residing there, as to the Scotch law. This commission was reported in 1849; and the plaintiffs prayed that in the event of the bequest being thereby established, the attorneys might be ordered, in respect of the non-appearance of the parties entitled, to pay the funds to the plaintiffs, subject to the claim for the legacy. Strawbridge, who had become judge, dismissed the application of the heirs of Stephen Henderson with costs, chiefly on the ground that no one was duly authorised to appear or act for the town of Dunblane. The plaintiffs appealed to the Supreme Court. Rost, one of the attorneys in fact, and a judge of the Court, declined to sit. In June, 1852, judgment was pronounced reversing the decision of the inferior court. In the matter of the Dunblane legacy, the judgment proceeded upon the evidence as to Scotch law, which stated that there were no parties who answered the description of the two highest civil officers *of* the town, and upon a view of the Court that the true meaning of civil officers *in* the town in the will was 'civil officers *of* the town.' It proceeded also on the fact that no demand had been made for the legacy; that the executors did not of themselves intend, as trustees, to carry the legacy into effect; and that the Rev. Mr. Grierson, the resident minister at Dunblane in 1838, had then told Judge Rost, one of the executors, among other things not necessary to set forth here, that the inhabitants of Dunblane were opposed to receiving the legacy, as it would draw the poor of the neighbouring counties to Dunblane. This bequest was, therefore, declared of no effect, and the defendants ordered to pay over the money retained to meet it. In July, 1856, the Lord Ordinary repelled the three preliminary pleas. The defenders reclaimed (appealed) to the Inner House, who, after a very full discussion, adhered. The Lord President, in stating his reasons, observed, inter alia, with regard to the first plea, that he only understood the Lord Ordinary, in repelling it, to have affirmed the mere title of the pursuers to sue, not their right to recover, and that the questions, whether the pursuers were the parties meant, and whether there were any civil officers of or in the town of Dunblane, were untouched with regard to the second plea; that none of the elements required to constitute res judicata existed; that he found no evidence of any one appearing in the courts of ordinary jurisdiction on behalf of the parties claiming the legacy, though in the Court of Probates Strawbridge seems to have considered that his duty extended to these parties; or of any attempt being made to give notice to those interested, or to make them parties. That there was no order of intimation of any kind; while the inquiry, which did take place, showed that the Court and the litigants were im-

pressed with the necessity of that inquiry; yet that no notification of this inquiry into facts and Scotch law, which might be fact to the American Court, was given to any one in Dunblane; and that upon evidence obtained in Glasgow from parties having no peculiar knowledge or apparent connection with Dunblane, the foreign Court informed itself. That it was certainly strange that the Court should go for a knowledge of Scotch law away from the place where it was administered. And, lastly, that it was evident that the answers so obtained had been very much influenced by the terms of the will, of which an incorrect copy was submitted. Upon this evidence, and the evidence of Judge Rost—who states that fifteen years before, not with reference to the present suit, the minister of Dunblane had expressed an opinion that the town of Dunblane would rather not have the legacy—the judgment was pronounced which is now relied on. His Lordship further stated, that the parties were not the same; that no parties claiming the legacy, or authorised to do so, appeared in the American suit; that no notice was given; that the question was not the same; that it was a question between the executors and certain other parties; that the judgment might be good enough between them, but could be carried no further. With regard to the third plea, his Lordship stated that he had no difficulty. That the pursuers alleged that the defenders had got possession of the estate, including a part or the whole of this bequest; that it was raising a separate question, to say that the executors were the proper defenders—the allegation was, that the defenders had the money; that if the executors had retained it, that might be a good reason on the merits for assoilying the defenders, but did not touch the present plea; that he was not satisfied that an action could be maintained in Louisiana. With regard to the fourth and fifth pleas, his Lordship stated that he saw no ground for them.

Lord Ivory considered that the action was grounded on the fact, that the defenders had obtained possession of the funds, and would have been quite competent, even if these funds had been paid over by the executors without the intervention of any Court. He thought that the question of forum competens was first in order. He saw no ground to doubt that the Court had jurisdiction. The defenders were subject to their jurisdiction, and as the funds followed the person having the legal title to them, they were within the jurisdiction, so far as intromitted with. That the question of forum competens required to be disposed of before the question of res judicata, because the latter was a plea of defence; that the plea of forum competens implies that the action must be dismissed, as, for example, when an action is brought in the first instance into a court which is only a court of review. On the question of res judicata, he expressed the same views as the Lord President, and pointed out that the whole of Strawbridge's proceedings negatived the idea that he appeared for the legatees in any character; that the question was not disposed of in the Court of Probates; and that clearly Strawbridge did not appear in the court of ordinary jurisdiction. The validity of the legacy was then challenged, but the challenge was mixed up with the compromise; and the question before the Court was, whether, the executors having been allowed to retain, this right of retention could be supported any longer, no person appearing to claim. He thought that there were no materials in the case for supporting the plea of res judicata; and, if so, he considered that the title to pursue followed as a matter of course. He thought that there must be a title to sue before it could be pleaded that res judicata barred the action. That the plea of title to sue, as put, perhaps went further than this, and should be reserved.

Lord Curriehill thought all the averments must, hoc statu, be assumed to be true; that is, in considering the objections, he thought it clear that the pursuers had a title to insist upon the inquiry; but whether that gave them a title to decree as asked, was a question on the merits. He concurred that there was no res judicata on grounds similar to those stated by the other judges, and thought it important, in this question, that the judgment in the American Court proceeded on the footing that no demand had been made for the legacy. He considered that the medium concludendi, on which the claim made in the foreign Court was sustained, was, that where there was no one claiming, the executors had no right to retain; that that on which the present claim was sought to be enforced was, that the legacy was now claimed as valid, and that the defenders had undertaken to pay it, or, at least, were under liability to pay it, if so asked. He was further of opinion, that the judgment of a foreign Court had no force, except by comity; and that it was, therefore, the duty of the Court to see that the proceedings upon which it was based were regular, and not inconsistent with justice. That in the present case material error arose from asking information upon Scotch law upon a misrepresentation of the terms of the bequest. With regard to the third objection, he thought it clear that the maxim, actor sequitur forum rei, was a sufficient answer, even when the pursuer was a foreigner; much more so when both pursuer and defender were under the jurisdiction of the Court. And he also thought that the greater convenience of trying the case in Scotland, where the more important matters of fact and law would require to be ascertained, would be sufficient.

Lord Deas thought that all questions of title should be reserved, to be disposed of with the pleas on the merits. He agreed in thinking that the Court of Session was the proper forum to try the case; that, whether the executors had still possession of the funds or not was not material, because, on the showing of the defenders, the judgment against them was final, so that they could be compelled to give up the funds, and that the Court of Louisiana would probably not listen to the pursuers. He concurred with the other judges, for similar reasons, which he stated, in thinking that there was no res judicata; and added, that the foreign judgment was not even equivalent to a decree in absence in Scotland, which is null unless it proceeds upon citation of the absent parties; that he looked upon the executors either as charged with the interests of the estate as against legatees, or as mere stakeholders; but in no sense as so charged with the interest of the pursuers as to bind them judicially to any extent. That, in this view, he did not consider it necessary then to look at the circumstances under which the foreign judgment was pronounced, and did not go upon them as a ground for repelling the plea of res judicata. That when the case came to be considered on the merits, he had no doubt that due respect would be paid to the reasons upon which the judgment of the foreign Court proceeded.

The Court repelled the plea of non forum competens, the objection to the competency of the action on the ground that the executors have not been made parties, the plea of res judicata, and the plea that the claim is excluded by undue delay; and reserved the objection to the title to be discussed with the merits, and all questions of expenses.

SEA-SHORE.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—In July last, Lord Derby complained in the House of Lords, of the manner in which the Crown was endeavouring to enforce its claims to the sea-shore lying between high and low-water mark. He quoted legal authorities to show that the general right of the Crown to the sea-shore was not to be exercised for its own benefit, but to secure certain advantages to the public; and stated that attempts were made to enforce this right in dozens and hundreds of cases, not for the benefit, but to the injury of the public. After citing instances of the vexatious manner in which the power of the Crown was thus made use of, contrary to the common law, against individuals, who were compelled one after another to uphold a public principle, he called upon the Government to take some steps to remove the grievance.

Lord Derby is now in power, and persons who are suffering from the arbitrary proceedings of the Crown have anxiously expected that he would make some alteration in the system. These expectations have hitherto been disappointed; and the proceedings upon informations filed by the late advisers of the Crown are still carried on with unabated vigour.

I venture, through the medium of your columns, to call attention to a grievance, which has become most oppressive.

I need not mention to your readers the fundamental principle of our laws of real property—that all the lands in the realm belong to the Crown; or that all the landowners in the kingdom hold as tenants of the Crown. By a similar rule of common law, the Crown is entitled to the sea-shore surrounding the kingdom which lies between ordinary high and low-water mark. These are just and wise principles, and it would be prejudicial to our legal system of tenure, as well as to public policy, to alter them.

It follows, however, from these principles, that, if the Crown lays claim to any part of the land of the kingdom, or any part of the sea-shore, it has simply to set up its primâ facie right, and the onus of rebutting that right, and showing a complete title in himself, is at once thrown upon the subject against whom the claim is made. In the case of land as distinguished from sea-shore, the task of establishing a title is comparatively easy; but where a claim is made to the shore, however strong the right of the subject may be, however long the subject matter of the claim may have been enjoyed by his ancestors and himself, the law so fetters his means of defence, and construes

every kind of evidence he can produce so strongly in favour of the Crown, that it is a matter of the greatest difficulty for him, as against the Crown, to establish a legal title.

The process by which these claims are enforced is tedious and harassing in the extreme to the unfortunate defendant.

An information in Chancery is first filed on behalf of the Crown, stating its primâ facie right; to this the defendant must put in an answer; the Crown then replies; and the defendant has to obtain and set forth documentary evidence in support of his title. In most cases this involves an enormous expenditure. From the very nature of the sea-shore, it cannot be enjoyed as ordinary landed property; and the defendant is without the means of showing the actual bodily possession of the soil, which constitutes so important a proof of title to landed property. Acts of ownership over the shore may have been exercised for centuries without interruption, but proof of such acts is difficult to obtain. The general Statutes of Limitation, which wisely prevent the title to property from being disturbed, after a certain number of years' quiet possession, are of no avail against the Crown. It is true, there is a statute by which the Crown is barred, after adverse possession of three times the length of time required in ordinary cases, but the Crown officers contend that this statute is not applicable to the sea-shore. The defendant must either show a grant from the Crown to himself or some one of his ancestors, a mode of defence rarely available, or he must produce such evidence of the exercise of ownership from time immemorial as will enable an ancient grant to be presumed. In the latter case, the task imposed upon him is most onerous; investigations must be made, frequently extending back to the time of the Conquest; skilled witnesses must be employed to search for and examine ancient records; in point of fact, the expenditure of time and money required in prosecuting these researches can scarcely be imagined by anyone who has not been engaged in such a defence. When the evidence is complete, the cause is brought on for hearing before a Chancery judge, but he is without power to decide it. It is for a jury at common law to try the right. The matter is handed over to a common law court, and another long and expensive process succeeds.

But I will not weary you with further details of the legal machinery. I have stated enough to show what influence these proceedings must have upon an unfortunate defendant, who has no power to expedite or to escape from them; and often, sick at heart at the delay and expense of defending his title, he yields up the inheritance of his ancestors to might and not to right.

The ease with which these claims can be set up, and the difficulty in rebutting them, have induced the Crown officers of late years to proceed against individuals in this manner. At first informations were sparingly filed, but after the thin end of the wedge was once inserted they became more frequent, until at last the abuse has grown into a system, which is now in full force and vigour, and has created great alarm amongst all owners of property upon the sea-shore. The complaints of Lord Derby were ably and justly made. Surely, Sir, a prerogative right, which gives so formidable a power to the Crown, ought not to be practically applied without great caution, and never but for the benefit of the public. It is beneath the dignity of the Crown that it should be made the instrument of petty oppression, simply for the benefit of its private revenues.

By the recent practice of the Crown officers, the ancient principle is entirely lost sight of. Informations appear to be filed in a hap-hazard manner, and apparently upon the speculation that the defendant cannot establish his title, or that, unable or unwilling to incur the expense of defending it, he will make terms with the Crown, either by paying a sum of money or taking a lease from it. I have just seen the proceedings in one of these informations, which was filed against the owner of extensive property on the sea-shore. After years of labour, and a cost of some thousands of pounds, the defendant showed a title, against which the Crown had no hope of success. When they became aware of this the Crown officers abandoned the proceedings, and the defendant had no remedy against them for the enormous expenditure he had incurred; he had simply the satisfaction of saving his property from their grasp.

If Lord Derby would become a popular minister, he would do well to put a stop to a grievance, of which he complained so loudly when out of office, and take steps to relieve the present sufferers from the exercise of this power of the Crown, which is used in so arbitrary and vexatious a manner.—I am, Sir, your obedient servant,

Amicus Justitiæ.

April 7, 1848.

ATTORNEY'S FEES.

To the Editor of The Solicitors' Journal & Reporter.

Sir,—Since I have been in the profession fines and recoveries have been abolished; the lease for a year done away with; the county courts established; new reduced scales of fees have been made and remade; fees on prosecutions reduced, so that no respectable attorney will conduct them; and, by the Bills now before Parliament, it appears that abstracts of title are to be shortened, and that the Court of Chancery is to do all the conveyancing business for the future. It has also been discovered that the solicitors get too well paid in bankruptcies; this is to be avoided for the future by a reform of the bankruptcy laws.

I told you some little time ago that it appeared to me that one of the standing orders of both Houses of Parliament is, "Cut down the attorneys' and solicitors' fees;" and it appears to me that both Houses are acting well up to it.

A classical examination is talked of, to keep the profession respectable and select. It appears to me that in a very short time this will be needless, as there will be no applicants to get into a profession that will cost a vast deal of money to get into, and after you get into it it will starve you.

The trade of a tailor or shoemaker will, in a very short time, if it is not already, be a much more profitable business than the profession of an attorney.

Can you tell me, Mr. Editor, why £4 was taken off the certificates of London attorneys, and only £2 off the country attorneys'?

Can you, also, tell me why the medical profession are not made to pay a certificate duty to enable them to practise as well as the attorneys? A clause to this effect should be introduced into the new medical bill.

"What is everybody's business is nobody's business," and so we stand still and see all this done without getting a quid pro quo. We country attorneys leave it to the law societies, and they do nothing for us.

I think it high time that each one should take care of himself, otherwise what the end of it will be I know not.

As the fees of attorneys are again to be greatly reduced, the stamp on articles of clerkship will, of course, be reduced, and the certificate duty done away with, and placed on the clerical and medical profession for a change.

Ought not we who have paid £145 stamp duty to get into the profession to be allowed compensation for loss of fees, as well as the proctors?

By inserting these few hastily-written remarks in your next Journal, you will oblige an old subscriber, and truly yours,

A Country Attorney.

DOMESTIC SERVANT—RIGHT TO WAGES.

To the Editor of The Solicitors' Journal & Reporter.

Sir,—If a domestic servant be guilty of *wilful disobedience* of orders, or *other misconduct*, she may be dismissed by her master; and if dismissed for a justifiable cause, she is not entitled to wages for the time during which she served. See *Turner* v. *Robinson*, 6 C. & P. 15.

Misconduct would, I look upon it, be as much a breach of contract as absence against express orders, as the servant not only contracts to serve during the specified time, but during that period to obey her master's orders, and conduct herself with propriety.—Your obedient servant,

B. T.

April 5, 1858.

To the Editor of The Solicitors' Journal & Reporter.

Sir,—If your correspondent, "A Subscriber," refers to Chitty, jun., on Contracts, sixth edition, 1857, by John A. Russell, page 509, he will, I think, find the information he requires.—Yours obediently,

Another Subscriber.

To the Editor of The Solicitors' Journal & Reporter.

A Subscriber is wrong in supposing that a servant discharged for misconduct can claim wages up to the time of dismissal. Her claim in such a case is of course *nil*; a fortiori where she absents herself from service, *against her master's express orders*. In each case there is a breach of her contract to serve faithfully, but, in the latter, the breach is the natural and inevitable result of her own act. For authorities, see 2 Smith's L. C. 4th ed., p. 33; and Smith's *Master and Servant* (1852), chap. iii., and cases there cited.

X.

To the Editor of the Solicitors' Journal & Reporter.

Sir,—In reply to the letter of "A Subscriber" in last week's Journal, I beg leave to call his attention to the following cases, which I think are in point:—*Turner* v. *Mason*, 14 M. & W. 116—*Beetson* v. *Collyer*, 4 Bing. 313, per Gaselee, J.—*Fawcett* v. *Cash*, 5 B. & Ad. 908, 909.

I submit it is quite clear, that if a servant be engaged by the year, and paid quarterly, she is entitled to her wages for any quarter that has expired; but if she absents herself from her employment without leave before the expiration of a quarter or term, she is liable to the loss of the whole of that quarter's salary, as nothing can be due till the quarter or term has expired, and by her own act she has dissolved the contract.—Your very obedient servant, J. A. A.

April 9, 1858.

ABOLITION OF FINES & RECOVERIES ACT.

To the Editor of The Solicitors' Journal & Reporter.

Sir,—I beg to inform your correspondent, "A Subscriber," that a perpetual commissioner cannot exercise his office beyond the limits of his jurisdiction; but provided the acknowledgment be taken within the limits of the commissioner's jurisdiction, it is immaterial whether the woman reside within such jurisdiction or not, and whether or not the property is situate therein. —Your obedient servant, B. T.

April 5, 1858.

PLATE-GLASS WINDOWS.

To the Editor of The Solicitors' Journal & Reporter.

Sir,—I shall be much obliged if you, or any of your readers, would inform me whether the current opinion is law, that a person whose plate-glass window has been negligently broken can only recover the value of a common pane. As, probably, the case has often been considered in the county courts, perhaps, I may be favoured with some particulars of the decisions. —I am, Sir, yours obediently,

April, 1858. Subscriber.

Cambridge Middle Class Examinations.

The following regulations for the year 1858 have been issued by the Vice-Chancellor of Cambridge, concerning the examination of students who are not members of the University.

There will be two examinations, commencing on Tuesday, December 14, 1858; one for students who are under sixteen years of age, and the other for students who are under eighteen years of age. Students will be examined in such places as the syndics appointed by the University may determine. After each examination the names of the students who pass with credit will be placed alphabetically in three honour classes, and the names of those who pass to the satisfaction of the examiners, yet not so as to deserve honours, will be placed alphabetically in a fourth class. After the name of every student will be added his place of residence, and the school (if any) from which he comes to attend the examination. In determining the classes account will be taken of every part of the examination; but no credit will be given for knowledge in any subject, unless the student shows enough to satisfy the examiners in that subject. Regard will be paid to the handwriting and spelling throughout the examinations. The students who pass with credit, or satisfy the examiners, will also be entitled to receive certificates to that effect. Every certificate will specify the subjects in which the student has passed with credit, or satisfied the examiners, and the class in which his name is placed. Everyone admitted to examination will be required to pay a fee of twenty shillings.

Examination of Students who are under Eighteen Years of Age.

Students must be under eighteen years of age on the day when the examination begins.

Part I.—Preliminary.

Every student will be required to satisfy the examiners in, 1. Reading aloud a passage from some standard English poet. 2. Writing from dictation. 3. Analysis of English sentences and parsing. 4. Writing a short English composition. 5. The principles and practice of arithmetic. 6. Geography. Every student will be required to answer questions on the subject, and to draw from memory an outline map of some country in Europe, showing the boundary lines, the chief ranges of mountains, the chief rivers, and the chief towns. 7. The outlines of English history; that is, the succession of sovereigns, the chief events, and some account of the leading men in each reign.

Part II.

The examination will comprise the subjects mentioned in the following eight sections; and every student will be required to satisfy the examiners in three at least of the sections marked A, B, C, D, E, F; or in two of them, and in one of the sections marked G, H; but no one will be examined in more than five. Section A must be taken by every student, unless his parents or guardians object to his examination in that section.

Section A.

Religious knowledge—The examination will consist of questions in 1. The Historical Scriptures of the Old Testament to the death of Solomon. The Gospel of St. Luke and the Acts of the Apostles; credit will be given for a knowledge of the original Greek. 2. The Morning and Evening Services in the Book of Common Prayer; and the Apostles' Creed. 3. Paley's "Horæ Paulinæ." Every student who is examined in this section will be required to satisfy the examiners in the subject marked 1, and in one at least of the subjects marked 2 and 3.

Section B.

1. English History, from the battle of Bosworth-field to the Restoration; and the outlines of English literature during the same period. 2. Shakspeare's "Julius Cæsar" (Craik's edition). 3. The outlines of Political Economy and English Law. The examination will not extend beyond the subjects treated of in the first book of Smith's "Wealth of Nations," and the first volume of "Blackstone's Commentaries." 4. Physical, political, and commercial geography. A fair knowledge of one of these four divisions will enable a student to pass in this section.

Section C.

1. Latin—Passages will be given from Livy, Book XXI., and Horace, "Odes," Book III., for translation into English, with questions on the historical and geographical allusions, and on grammar. Also passages for translation from some other Latin authors; and a passage of English for translation into Latin.

2. Greek—Passages will be given from the "Olynthiacs" of Demosthenes, and the "Alcestis" of Euripides, for translation into English, with questions on the historical and geographical allusions, and on grammar. Also passages for translation from some other Greek authors.

3. French—Passages will be given from La Bruyère's "Characters," and Molière's "Misantrope," for translation into English, with questions on grammar. Also passages from some other French authors for translation into English; and a passage of English for translation into French.

4. German—Passages will be given from Schiller's "History of the Revolt of the Netherlands," and Goethe's "Hermann and Dorothea," for translation into English, with questions on the historical and geographical allusions, and on grammar. Also passages from some other German authors for translation into English; and a passage of English for translation into German. A fair knowledge of one of these four languages will enable a student to pass in this section.

Section D.

Every student who is examined in this section will be required to satisfy the examiners in Euclid, Books I., II., III., IV., VI., and XI. to Prop. 21, inclusive; arithmetic and algebra. Questions will also be set in the following subjects:—Plane trigonometry, including land surveying; the simpler properties of the conic sections. The elementary parts of statics, including the equilibrium of forces acting in one plane, the laws of friction, the conditions of stable and unstable equilibrium, and the principle of virtual velocities. The elementary parts of dynamics—namely, the doctrines of uniform and uniformly accelerated motion, of projectiles and collision. The elements of mechanism. The elementary parts of hydrostatics—namely, the pressure of elastic and inelastic fluids, specific gravities, floating bodies, and the construction and use of the more simple instruments and machines. The elementary parts of optics—namely, the laws of reflection and refraction of rays at plane and spherical surfaces (not including aberrations), lenses, the phenomena of vision, the eye, microscopes, and telescopes. The elementary parts of astronomy, so far as they are necessary for the explanation of the more simple phenomena, together with descriptions of the essential instruments of an observatory; and nautical astronomy.

Section E.

1. Chemistry—Questions will be set on the facts and general principles of chemical science. There will also be a practical examination in the elements of analysis.

2. The experimental laws and elementary principles of heat, magnetism, and electricity.

3. The elementary principles of physical optics according to the undulatory theory, and acoustics, with descriptions of the fundamental experiments. A fair knowledge of inorganic chemistry, or of one of the divisions 2 & 3, will enable a student to pass in this section.

Section F.

1. Comparative Anatomy and Animal Physiology—The examination will be confined to the active and passive organs of locomotion.

2. Botany, and the elements of vegetable physiology.

3. Physical geography and geology.

Explanations of geological terms will be required, and simple questions set respecting stratified and unstratified rocks, the modes of their formation, and organic remains. A fair knowledge of one of these three divisions, including a practical acquaintance with specimens, will enable a student to pass in this section.

Section G.

Drawing from the flat, from models, from memory, and in perspective; and drawing of plans, sections, and elevations. Design in pen and ink, and in colour. A fair degree of skill in free-hand drawing will be required, in order that a student may pass in this section. Questions also will be set on the history and principles of the arts of design.

Section H.

The grammar of music. The history and principles of musical composition. A knowledge of the elements of thorough-bass will be required, in order that a student may pass in this section.

Local committees, wishing to have examinations held in their several districts, may obtain all necessary information from the Vice-Chancellor of the university.

Applications on behalf of students desiring to be examined at Cambridge must be made on or before November 1, 1858.

Applications from local committees for examinations to be held in their districts must be made on or before October 1, and the probable number of students to be examined must be then stated. The names of such students must be sent to the Vice-Chancellor on or before November 1, 1858, together with statements of the subjects in which they will offer themselves for examination.

The fees for all students must be paid on or before Nouember 1, 1858.

Court Papers.

Queen's Bench.

ENLARGED RULES.—Easter Term, 1858.

To First Day of Term.

In the matter of Henry Charles Trenchard & John Seppings Harrison, Gents., two, &c.
In the matter of Henry Thurnall, Gent., one, &c.
Parker v. Barker.
In the matter of the Arbitration between John Norgate, and Edwin Thomas Oakley, & John Oakley.
Wright & Another v. Cooper.
In the matter of Thomas Daniels, Gent., one, &c.
In the matter of Arbitration between Charles Roberts & Mary Eberhardt.
In the matter of John Sargent, Gent., one, &c.
The Queen v. The Port Talbot Company.
The Queen v. The Metropolitan Board of Works.
The Queen v. The Lewisham District Board of Works, &c.

To Last Day but one of Term.

The Queen v. The Guardians of the City of London Union.

SPECIAL PAPER.

For Judgment.

Sp. Case. Benoni & Wife v. Backhouse.
" Wallis v. Same.
" Longstaff v. Same.
" Robinson v. Same.
" Thompson v. Same.
" Nicholson v. Ellis.

For Argument.

Dem. Chamberlaine, Willoughby, & Another, stands for arrangement.
" The Times Life Assurance & Guarantee Company v. The National Alliance Assurance Company.
" The Marquis of Normandy & Others v. The British Guarantee Association. Staid by injunction.
Sp. Case. Biddulph v. Lees & Others.
Dem. Sheridan v. The Phœnix Life Assurance Company.
" Potter & Another v. The Darwen Waterworks & Reservoir Company.
Cr. Ct. Ap. Roberts v. Martin.
" Carr, Esq., v. Stringer.
Dem. Young v. Bennett.
" Sloper v. Bassett.
Sp. Case. Waddington & Others v. The Guardians of the City of London Union.
Dem. Whitfield & Others v. The South Eastern Railway Company.
" Carr v. Duncan & Wife.
" Grant v. Rowland, P. O., &c.
Sp. Case. Holderness & Another v. Bohthink.
Dem. Holderness & Another v. Bohthink.

NEW TRIAL PAPER.

For Judgment.

London. Prince of Wales Life & Educational Assurance Company v. Harding, Official Manager.

For Argument.

Easter Term, 1857.

Northum. Heald v. Pickersgill. Stands over.

Michaelmas Term, 1857.

Middlesex. Justice v. Elstob.

Hilary Term, 1858.

Middlesex. Ormond v. Holland & Another.
" Hall v. Taylor.
" Thomas v. Foxwell.
" Clarke v. Dixon.
" Williams v. Boodle.
" Lewis v. Levy.
" Tidman v. Elstob.
London. Greenhalgh v. Dinn.
" Baker v. Dudgeon.
" Westlake & Another v. Magniac & Others.
" Farina v. Silverlock.
" Hall v. Wright.
" Preston v. Peeke.
" Elkins v. Murphy.
Liverpool. Bennett & Another v. Ireland.

Tried during Term.

Middlesex. Ockenden v. Henley.
" D'Espourrin v. Green.
" Baynton v. Smith.
" Hemmings & Another v. Gasson.
" Salmons v. Adams.
London. Nokes v. Michael.

Common Pleas.

ENLARGED RULES.—Easter Term, 1858.

To the First Day of Term.

In the matter of the Complaint of Thomas May v. The Eastern Counties Railway Company.
In the matter of John Atkinson, Gent., one, &c.
Craske, Administrator, v. Smith & Another.

To the Fifth Day of Term.

In the matter of the Complaint of Nicholson, jun., & Another v. The Great Western Railway Company. (Master to Report.)

Until Application in Chancery disposed of.

In the matter of John Nutt v. The Midland Railway Company.

To Fourth Day of Term next after Trial.

Slipper v. Back.
Erwin v. Back.

Until Chancery Proceedings disposed of.

Walter & Ux. v. Whitaker.

Until Judgment given in House of Lords.

Broadbent v. The Imperial Gas Light & Coke Company.

Until Application in Exchequer disposed of.

Walker v. Bartlett.

NEW TRIALS.

Moved in Michaelmas Term, 1857.

Chester. Highfield & Others v. Massey & Others (in ejectment). To stand over till Egerton & Ux. v. Massey & Others in Error is disposed of.
Surrey. Patent Bottle Envelope Company v. Seyner & Another, Jan. 20, partly heard.
London. Berwick v. Horsfall.

Moved in Hilary Term Last.

Middlesex. Dendy v. Nicoll.
London. Parker v. Ibbetson.
Middlesex. Wheeler v. Gray.
" Hammond v. Seale & Others.
London. Hickens & Others v. Stone.
Middlesex. Collins v. Sales.
" Greenough v. Eccles & Others.
London. Hughes v. Poole (on affidavits).
Middlesex. Jupp v. Cowdery.
" Smith v. Linds.

Standing for Judgment.

Kempton v. Theobald.
Reynolds v. Harris.
Dunston v. Paterson. To stand over till Craske v. Smith has been argued.
Sheridan v. The New Quay Company.

DEMURRER PAPER.

Thursday, 15th April .....
Friday, 16th " ..... } Motions in arrest of judgment.
Saturday, 17th " .....
Monday, 19th " .....

SPECIAL ARGUMENTS.

Wednesday, April 21.

Co. Ct. Ap. Drury, Appellant; Baldry, Respondent. To stand over to see if case amended.
Ca. on Awd. In the matter of the Arbitration between Newall and Messrs. Elliot & Glass.
Ca. by Ord. Boyd & Another *v.* Robins & Another. To stand over till Warburgh *v.* Tucker in Error from Q. B. is disposed of.
Ca. Ni. Pri. Gilkes *v.* Leonino.
" Baylis *v.* Le Gros & Others.
Ap. fr. Mag. Board of Works for Wandsworth District, Appellant; Kilsby, Respondent.
" The Rotherham & Kimberworth Local Board of Health, Appellants; The Yorkshire Tire and Axle Company, Respondents.
" Gardner, Appellant; Whitford, Respondent.

Saturday, April 24.

C. fr. Mag. Peacock, Appellant; The Queen, Respondent.
Co. Ct. Ap. Waithman & Another, Appellants; Getliffe, Respondent.
Dem. Willis & Others *v.* De Castro.
" Metcalfe & Another *v.* The London & Brighton South Coast Railway Company.
Ca. Ni. Pri. Tear *v.* Freebody.
Dem. Hutchinson & Another *v.* Guion & Others.

Wednesday, April 28.

Births, Marriages, and Deaths.

BIRTHS.

ANDREWS—On Mar. 30, at Bagshot, the wife of Thomas Andrews, Esq., Solicitor, of a daughter.
BRODRICK—On April 5, at Dalston-rise, the wife of Thomas Brodrick, Esq., of the Duchy of Cornwall Office, Buckingham-gate, St. James's, Solicitor, of a daughter.
CARPENTER—On April 5, at 1 Sutherland-gardens, Maida-vale, the wife of A. B. Carpenter, Esq., of a son.
FFOULKES—On Mar. 22, at Stanley-place, Chester, the wife of William Wynne Ffoulkes, Esq., Barrister-at-Law, of a son.
JAMES—On April 3, the wife of Edward Wallwyn James, Esq., of Ely-place, London, of a son.
SMITH—On April 4, at 7 Highgate-rise, the wife of Thomas Smith, Esq., of a daughter.

MARRIAGES.

BLACKBURN—SKELTON—On April 8, at the parish church, Clifton, near Bristol, by the Rev. William W. Gibbon, D'Arcy Stanfield, second son of John Blackburn, Esq., Solicitor, and Coroner for the Borough of Leeds, to Margaret Annetta Smithson, only daughter of John Skelton, Esq., of Broom-hill, Moore Allerton, near Leeds.
GORDON—FOSKETT—On Mar. 16, at Walcot church, Bath, by the Rev. R. Gordon, M.A., John Gordon, Esq., one of the Masters of the Court of Common Pleas, to Maria Jane, eldest daughter of the late Henry Foskett, Esq., Captain 15th Hussars.
HICKLEY—NORTH—On April 6, by the Rev. Charles Lushington, vicar of Walton, Thomas Allen Hickley, Esq., of King's Bench-walk, Temple, to Laura, second daughter of the Rev. William North, of Walton-on-Thames.
JACKSON—NEWBON—On Jan. 23, at St. James's church, Sydney, N.S.W., H. R. Jackson, son of the late Captain R. Jackson, Bengal Service, to Elizabeth Maria, second daughter of Henry Newbon, Esq., Solicitor, Sydney, formerly of London and Gravesend.
TURNER—TURNER—On Easter Tuesday, at Banwell, Somerset, by the Rev. John Vane, M.A., chaplain to the Queen and rector of Wrington, Edmond Robert Turner, Esq., of Lincoln's-inn, Barrister-at-Law, second son of the Right Hon. Lord Justice Turner, to Mary Louisa Blackley Turner, second daughter of the Rev. W. H. Turner, vicar of Banwell, and granddaughter of the late Very Rev. Joseph Turner, D.D., Dean of Norwich, and Master of Pembroke-hall, Cambridge.

DEATHS.

BAYFORD—On April 2, at West Brompton, Francis Heseltine, the infant son of James Heseltine Bayford, Esq., aged seven months.
FFOULKES—On Mar. 28, at 7 Stanley-place, Chester, Elizabeth Benedicta, wife of William Wynne Ffoulkes, Esq., Barrister-at-Law.
KELLY—On April 4, at Oxney-green-house, Writtle, Essex, aged 72, Gordon William Kelly, Esq., Barrister-at-Law, and late Recorder of Colchester.
LOXLEY—On April 2, at Fendley-house, Northchurch, Herts, Thomas Arnold Loxley, Esq., aged 40 years.
ORIEL—On Good Friday, Charles Henry, the infant and only son of Charles and Sophia Oriel, of Alfred-place, Bedford-square.
TOULMIN—On Mar. 31, at Rosherville, Kent, aged eight years and eight months, Margaret Susanna, the eldest child of S. S. Toulmin, Esq., of Doughty-street, and New-square, Lincoln's-inn.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

CALCRAFT, CATHERINE, Spinster, Malvern Wells, £1,800 Consols.—Claimed by JOHN HALES CALCRAFT, Esq., sole executor of Right Hon. JOHN CALCRAFT, her sole executor.
DEANE, CHARLES, Esq., of St. John's College, Oxford, £82 : 19 : 8 Consols.—Claimed by CHARLES DEANE.
HOUSLEY, SAMUEL, Gent., Gloucester-terrace, Regent's-park, and THOMAS GEORGE HOUSLEY, a minor, £1,360 : 13 : 11 Consols.—Claimed by MARY ANN HOUSLEY, widow, administratrix of THOMAS GEORGE HOUSLEY, who was the survivor.
HUNT, SARAH, Spinster, Plymouth, £338 : 15 New Three per Cents.—Claimed by WILLIAM PRIDHAM and GEORGE PRIDHAM, the executors.
PIPER, STEPHEN, jun., Farmer, Newmarket, Cambridgeshire, £1,078 : 14 : 7 Consols.—Claimed by STEPHEN PIPER.
POPE, JAMES, deceased, Vicar of Great Staughton, Huntingdon, and his trustee, THOMAS BLOODWORTH, Gent., of the same place, £59 : 4 : 11 Reduced.—Claimed by CHARLES BLOODWORTH, Land Agent, Kimbolton, the person named in the order of the Court of Chancery.
SIBLEY, HAM, Victualler, Kensington, £1,900 Consols.—Claimed by MARY JANE SIBLEY, widow, sole executrix.
SIMMONS, WILLIAM, Esq., Rednell, near Northfield, Birmingham, JOHN SIMMONS, Esq., King's-heath, near Birmingham, and DANIEL DAVIES, Solicitor, Warwick-street, Golden-square, £96 : 14 : 6 Reduced.—Claimed by JOHN SIMMONS and DANIEL DAVIES, the survivors.
WALSH, Sir JOHN BENN, Bart., Harley-street, Cavendish-square, and JAMES BARNETT, Banker, Lombard-street, £1,666 : 13 : 4 Consols.—Claimed by CHARLES JAMES BARNETT, surviving executor of JAMES BARNETT, who was the survivor.

Heir at Law and Next of Kin.

Advertised for in the London Gazette *and elsewhere during the Week.*

DE LA MOTTE, PETER, Gent., late of Weymouth, and of the parish of St. Bartholomew (who died intestate in Feb., 1814). De la Motte *v.* De la Motte, M. R. *Last Day for Proof*, April 26.
STORMONT, Miss SARAH, Dundee, deceased. Her grand nephews, William Stormont Young, Stonecutter, some time at Irvingstone, county Fermanagh, Ireland, and of Carland, near Dungannon, county Tyrone, Ireland, and Douglas Johnston Young, his brother, who was at one time a soldier in the Scotch Fusilier Guards, and afterwards was in Rotterdam, in Holland, or their descendants, to apply to D. and J. S. Mitchell, Solicitors, Dundee.

Money Market.

CITY, FRIDAY EVENING.

The English funds continue dull and depressed. Operations during the week have been on a very limited scale, resulting in a decline in the price of Consols of about ¼ per cent. The closing price this afternoon is, for money, 96¾ per cent. In the new India Loan there has been some degree of activity, and a small advance in the quotation. The demand for money has slightly increased. Exportation of specie to America is resumed, and evidence thereby afforded of a disposition to invest in that quarter. There are other symptoms of reviving activity in trade. The Bank rate of discount remains without alteration, notwithstanding the fresh arrivals of gold from Australia are considerable.

From the Bank of England return for the week ending the 7th inst., it appears that the amount of notes in circulation is £20,045,340, being an increase of £738,315; and the stock of bullion in both departments is £18,311,398, showing a decrease of £422,417, when compared with the return of the 24th ult.

The monthly account of the Bank of France, made up to yesterday, shows an increase of above £900,000 in the amount of bank notes in circulation, manifesting an enlargement of commercial operations; but on the other hand, the amount of bills discounted is considerably reduced. Since the turn of the year, the stock of bullion has shown an increase every month. It now is reported to amount to over £15,000,000. Great stagnation in trade is universally remarked, and is attributed to distrust in the measures and in the stability of the present Government, and to the supposed probability of a rupture of amicable relations with England. This feeling is reciprocated here, and is believed to be in some measure the cause of the backwardness to engage in commercial undertakings so generally manifested.

The proceedings of the London and North-Western Railway Directors have received the approbation of a meeting of shareholders, held at Manchester, on Wednesday last; and as this meeting supports the directors in their determination not to assent to the suggestions of the deputation, to whom these important railway disputes were referred, the competition for traffic at ruinous rates is not ended. The deputation stated that nothing which they proposed was intended to interfere with the North-Western Company's rights in Parliament, or in the courts; but the North-Western directors answer that they are advised that any agreement on their part to limit the exercise of the company's legal rights would prejudice their cause, both in the courts and before Parliament. Nevertheless, they propose that ruinously low rates and fares be discontinued. The joint committee of the Great Northern and the Sheffield Railway Companies reply that the restoration of rates and fares proposed by the North-Western directors is partial and too limited. They propose to adopt certain specified rates and fares, on condition that the question of the Manchester stations be dealt with at once, as proposed by the deputation, and that

the new litigation as to the agreement of 1854 be referred to Sir Richard Bethell and Mr. Roundell Palmer, or their umpire, as also proposed by the deputation.

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Birk. Lan. & Ch. Junc. .	..	..	..	..	..	69
Bristol and Exeter	..	..	..	..	..	..
Caledonian............	..	86¾ ½ ½	86½ ¾ 6	86 5½ 6	85 ½ ¾	85 ½ ¾
Chester and Holyhead..	..	..	..	..	..	..
East Anglian	..	16⅞ ½	..	17	16¾ ½	..
Eastern Counties	..	58⅝ ½ ¾	58¾	58½	58¾ ½	58½ ¾ ⅝
Eastern Union A. Stock.	..	..	..	..	..	..
Ditto B. Stock	..	..	30¼	30¼	..	..
East Lancashire	..	..	87½	87½	..	87
Edinburgh and Glasgow	..	..	62½	62¼	63	62½
Edin. Perth, and Dundee	..	..	..	..	..	..
Glasgow & South-Westn.	..	89	..	..	..	..
Great Northern	..	102½ 2	102¼ ¾	102¼	..	102 ¼
Ditto A. Stock	..	..	..	..	88	..
Ditto B. Stock	..	..	123½	..	126	..
Gt. South & West. (Ire.)	..	..	99½	..	..	99¼
Great Western	..	57½ 8 7	..	58¼ 7¾	57¾ ½	57⅝ ¾
Do. Stour Vly. G. Stk.	..	..	..	..	..	..
Lancashire & Yorkshire	..	87⅝ ⅞ ⅝	87¾ 8¼	88⅛ 7¾	88 7½	87⅝
Lon. Brighton & S. Coast	..	106 ½	106½ 6	106½	106	106
London & North-Wstrn..	..	94 ½ 3¾	94 3¾ 4⅞	94¾ ⅞ ½	94 3⅞ 4	94½ ½
London & South-Westrn.	..	92 ½	92½	92¾ ½	92¾	92½ ¾
Man. Sheff. & Lincoln..	..	35¼ ½ ¾	35¾ 6½ ¼	36½ ⅝ ¼	36¼ ½	36¾
Midland	..	94 3¾ ½	93¼ ⅝ ⅞	93½ 4 2¾	92⅞ ¾	91¾ ⅞ 2
Ditto Birm. & Derby	..	..	..	..	..	..
Norfolk	..	..	..	..	..	..
North British	..	51¼ ¾	51¾ 2	52¼ 2 2½	52¼ 2 ⅝	52⅛ ½ ⅝
North-Eastern (Brwck.)	..	91¼ 90½	91¼ 1 ¾	91¾ ½ 2	92 1½ ½	91½ 1
Ditto Leeds	..	47¼ ½	..	..	47½	47½
Ditto York	..	73	73½ 4	73¼	73¼ 4	73¾ ¼
North London	..	..	..	..	..	..
Oxford, Worc. & Wolver.	..	31	..	..	..	30
Scottish Central	..	..	..	..	..	..
Scot. N.E. Aberdeen Stk.	..	..	..	..	27¼ 6¾	27 6¾
Do. Scotsh. Mid. Stk.	..	..	..	..	..	..
Shropshire Union	..	..	..	..	..	..
South Devon	..	..	..	..	..	..
South-Eastern	..	69½ ¾	69¾	70	69¾ ½	69⅝ ⅝
South Wales	..	..	..	..	..	..
Vale of Neath	..	101	..	..	..	..

English Funds.

English Funds.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	..	..	221 x d	221 20½	220½	220
3 per Cent. Red. Ann...	..	..	95¼ x d	95¼ ⅛ ¼	95¼ ⅛ ¼	95⅛
3 per Cent. Cons. Ann...	..	96½ ⅝ ⅝	96⅝ ¼ ⅝	96¾ ⅝ ⅝	96¾ ⅝ ½	96¼
New 3 per Cent. Ann...	..	..	95½ x d	96⅛ ⅝ ¼	95¼ ⅛ ⅛	95⅛
New 3½ per Cent. Ann..	..	..	..	..	..	..
5 per Cent. Annuities ..	..	..	..	..	..	..
Long Ann. (exp. Jan. 5, 1860)	..	..	..	..	..	..
Do. 30 years(exp.Oct. 10, 1859)	..	..	..	..	..	..
Do. 30 years (exp.Jan. 5, 1860)	..	..	..	..	..	..
Do. 30 years (exp.Apr. 5, 1885)	..	..	..	..	..	..
India Loan	..	..	98¼	98¼ ⅝ ½	98½ ⅝ ⅝	98¾
India Stock	..	..	..	..	..	..
India Bonds (£1,000) ..	..	18s16s p	..	20s16s p	22s18s p	17s p
Do. (under £1,000).....	..	15s19s p	20s p	16s p	21s 2s p	17s p
Exch. Bills (£1000) Mar.	..	35s 9s p	39s p	35s p	..	..
Ditto June....	..	35s p	35s 8s p	37s 5s p	..	38s p
Exch. Bills (£500) Mar.	..	35s 9s p	..	..	..	36s p
Ditto June....	..	38s 9s p	..	37s p	35s p	..
Exch. Bills (Small) Mar.	..	39s p	..	..	..	..
Ditto June	..	38s 5s p	..	34s 7s p	39s p	35s p
Do. (Advertised)	..	..	..	..	..	..
Exch. Bonds, 1858, 3½ per Cent.	..	99⅞	..	..	..	..
Exch. Bonds, 1859, 3½ per Cent	..	101⅞	100⅞ 1	..	101	..

Insurance Companies.

Equity and Law	6
English and Scottish Law	4
Law Fire	3½
Law Life	63 4
Law Reversionary Interest	19
Law Union	par
Legal and Commercial	par
Legal and General Life	6½
London and Provincial Law	3
Medical, Legal, and General	par
Solicitors' and General	par

London Gazettes.

Commissioner to administer Oaths in Chancery.

Friday, *April* 9, 1858.

Hawker, Thomas, Gent., of Devonport, in the county of Devon.—*Mar*. 26.

Bankrupts.

Friday, *April* 2, 1858.

BUNTON, John, Hotel Keeper, King's Lynn, Norfolk. *Com.* Fane: April 13 and May 14, at 11; Basinghall-st. *Off. Ass.* Cannan. *Sol.* Plimsaul, 7 South-sq., Gray's-inn. *Pet.* Mar. 30.

GOLDEN, James William, Card Maker, Brighouse, Yorkshire. *Com.* Ayrton: April 19 and May 11, at 11.30; Commercial-bldgs., Leeds. *Off. Ass.* Hope. *Sols.* Higham & Chambers, Brighouse; or Bond & Barwick, Leeds. *Pet.* Mar. 31.

HARRISON, William, & George Taylor, Maltsters, Hadlow, Kent. *Com.* Fonblanque: April 15, at 1; and May 14, at 12; Basinghall-st. *Off. Ass.* Stansfeld. *Sols.* Reed, Langford, & Marsden, 59 Friday-st., Cheapside. *Pet.* Mar. 24.

INCE, John (Ince & Son), Apothecary, 3 Wilton-st., Grosvenor-pl. *Com.* Evans: April 15, at 11; and May 20, at 12; Basinghall-st. *Off. Ass.* Bell. *Sols.* Laurance, Plews, & Boyer, Old Jewry-chambers. *Pet. for Arrngt.* Jan. 20.

JAMES, Charles, & Henry John Evans, Coopers and Basket Makers, Beer-lane, London, and Bermondsey-st., Surrey. *Com.* Goulburn: April 14, at 1; and May 17, at 12; Basinghall-st. *Off. Ass.* Pennell. *Sol.* Butler, jun., 191 Tooley-st., Southwark. *Pet.* Mar. 30.

MORRIS, Edward Webster, Printer, Oxford. *Com.* Holroyd: April 16, at 2.30; and May 14, at 1; Basinghall-st. *Off. Ass.* Lee. *Sol.* Ravenor, 5 Raymond-buildings, Gray's-inn. *Pet.* April 1.

MORRISON, Thomas, Coal Merchant, Rhyl, Flintshire. *Com.* Stevenson: April 16 and May 13, at 12; Liverpool. *Off. Ass.* Bird. *Sols.* Evans & Son, Liverpool; or Williams, Rhyl. *Pet.* Mar. 29.

PHILLIPS, John, Wood Turner. Bridge-st. West, Summer-lane, Birmingham. *Com.* Balguy: April 14 and May 5, at 10; Birmingham. *Off. Ass.* Whitmore. *Sol.* Chesshire, Birmingham. *Adjudn.* Mar. 31.

RICHARDSON, Chad Fisher, late of Church-st., Stoke Newington, Victualler, now of 8 Mildmay-villas, Stoke Newington, out of business. *Com.* Fonblanque: April 15, at 12; and May 14, at 12.30; Basinghall-st. *Off. Ass.* Graham. *Sols.* Tate & Dodd, 32 Bucklersbury. *Pet.* Mar. 31.

SEATON, Henry, Woollen Draper, Chelmsford, Essex. *Com.* Holroyd: April 16, at 2; and May 14, at 12; Basinghall-st. *Off. Ass.* Edwards. *Sol.* Clapham, 25, Bucklersbury. *Pet.* Mar. 31.

SHINGLER, Edward, Boot and Shoe Maker, Birmingham. *Com.* Balguy: April 19 and May 10, at 10.30; Birmingham. *Off. Ass.* Whitmore. *Sol.* Reece, Birmingham. *Pet.* Mar. 30.

SYRED, James, Nursery Seedsman and Florist, Monson Nursery, North-st., Red-hill, Reigate. *Com.* Goulburn: April 14, at 2; and May 17, at 1; Basinghall-st. *Off. Ass.* Pennell. *Sol.* Tucker, New City-chambers, Bishopsgate-st. *Pet.* Mar. 31.

WHITE, George, sen., Tailor, 14 Eagle-terr., Victoria Dock-rd., Plaistow, Essex. *Com.* Fane: April 13 and May 14, at 11.30; Basinghall-st. *Off. Ass.* Cannan. *Sol.* Moss, 15 Fish-st.-hill, Gracechurch-st. *Pet.* Mar. 23.

WILKINS, Henry Robert, Draper, Westbromwich, Staffordshire. *Com.* Balguy: April 15 and May 8, at 11.30; Birmingham. *Off. Ass.* Kinnear. *Sols.* Bayley, Westbromwich; or James & Knight, Birmingham. *Pet.* Mar. 30.

YOUNG, William Weston, Joseph Weston Young, & George Young, Millers, Neath, Glamorganshire. *Com.* Ayrton: April 16 and May 17, at 11; Bristol. *Off. Ass.* Acraman. *Sols.* Savory, Clark, Fussell, & Prichard, Corn-st., Bristol; or Brittan & Sons, Albion-chambers, Bristol. *Pet.* Mar. 30.

Tuesday, *April* 6, 1858.

BENNETT, George, Outfitter, 100 Whitechapel. *Com.* Holroyd: April 19, at 2; and May 14, at 1; Basinghall-st. *Off. Ass.* Lee. *Sol.* Atkinson, 70 Old Jewry. *Pet. for arrgnt.* Mar. 9.

CRAVEN, Thomas Plummer, Painter, Scarborough. *Com.* Ayrton: April 20 & May 11, at 11; Commercial-bldgs., Leeds. *Off. Ass.* Hope. *Sols.* Donner & Woodall, Scarborough; or Bond & Barwick, Leeds. *Pet.* April 3.

DOVE, Thomas, Chemist & Druggist, Clay Cross, North Wingfield, Derbyshire. *Com.* West. April 17, and May 29, at 10; Council-hall, Sheffield. *Off. Ass.* Brewin. *Sols.* Clayton, Chesterfield; or Smith & Burdekin, Sheffield. *Pet.* Mar. 29.

FROST, Robert, Stationer, Teignmouth, Devon. *Com.* Bere: April 14 and May 13, at 11; Queen-st., Exeter. *Off. Ass.* Hirtzel. *Sol.* Stogdon, Exeter. *Pet.* April 3.

MORRIS, Henry, Iron Merchant, Park-lane, Tipton, Staffordshire. *Com.* Balguy: April 19 and May 10, at 10; Birmingham. *Off. Ass.* Whitmore. *Sols.* Hodgson & A'len, Birmingham; or Warmington, Dudley. *Pet.* April 3.

PHENIX, Charles, Common Brewer, Ruabon, Denbighshire. *Com.* Perry: April 20 and May 10, at 11; Liverpool. *Off. Ass.* Morgan. *Sols.* Evans & Son, Commerce-ct., Liverpool; or Rymer, Wrexham. *Pet.* April 3.

POWELL, John, & Thomas Powell, Awl Blade Makers, Birmingham (Thomas Allarton & Powell). *Com.* Balguy: April 17 and May 6, at 11.30; Birmingham. *Off. Ass.* Whitmore. *Sols.* Harrison & Wood, Birmingham. *Pet.* Mar. 26.

WICKS, Jacob, Broker, Small-st., Bristol. *Com.* Ayrton: April 19, at 12; and May 17, at 11; Bristol. *Off. Ass.* Miller. *Sols.* Leman & Humphrys, Bristol. *Pet.* April 3.

WILLATT, John, Thomas Williams, & Richard Williams, Earthenware Manufacturers, Hanley, Stoke-upon-Trent, Staffordshire. *Com.* Balguy: April 17 and May 6, at 11.30; Birmingham. *Off. Ass.* Kinnear. *Sols.* Harrison & Wood, Birmingham. *Pet.* April 3.

Friday, *April* 9, 1858.

BAXTER, Joseph, William Thornton, & Joseph Galloway, Manufacturers, residing at Eccleshill, near Bradford, Yorkshire, and carrying on business at Stanningley. *Com.* West: April 22 and May 28, at 11; Commercial-bldgs., Leeds. *Off. Ass.* Young. *Sols.* Taylor, Bradford; or Blackburn, 26 Albion-st., Leeds. *Pet.* Mar. 31.

BRYCE, David, Bookseller, Amen-corner, Paternoster-row. *Com.* Fane:

April 21, at 11.30; and May 21, at 12, Basinghall-st. *Off. Ass.* Whitmore. *Sols.* Linklaters & Hackwood, 7 Walbrook. *Pet.* Mar. 25.

DE VEAR, THOMAS SAMUEL, Currier and Leather Seller, 7 Clifton-rd., St. John's-wood, now or lately in copartnership with Thomas De Vear, 44 Lisle-st., Leicester-sq. *Com.* Fane: April 21, at 12; and May 21, at 12.30; Basinghall-st. *Off. Ass.* Whitmore. *Sols.* Bartholomew & Randall, 3 Gray's-inn-pl., Gray's-inn. *Pet.* Mar. 24.

DEVEREUX, THOMAS HERBERT, Tailor, Stockton, Durham. *Com.* Ellison: April 20 and May 20, at 11; Royal-arcade, Newcastle-upon-Tyne. *Off. Ass.* Baker. *Sols.* Hampson, Manchester; or Hodge & Harle, Newcastle-upon-Tyne. *Pet.* Mar. 26.

DILLON, CHARLES JAMES, Bookseller, 12 Delamere-cresc., Upper Westbourne-terr., Paddington, Middlesex, and of the Lyceum Theatre, Strand, Lessee and Manager of the said Theatre, and Bookseller. *Com.* Evans: April 23, at 11; and May 27, at 12; Basinghall-st. *Off. Ass.* Bell. *Sols.* Nicholls & Clarke, Cook's-court, Lincoln's-inn. *Pet.* April 8.

DUNK, ROBERT, Grocer, Uxbridge. *Com.* Evans: April 20, at 12.30; and May 20, at 1; Basinghall-st. *Off. Ass.* Bell. *Sols.* Laurance, Smith, & Fawdon, 12 Bread-st., London. *Pet.* April 1.

FOX, GEORGE, Ironmonger, Kew-green, Kew. *Com.* Fane: April 21, at 11.30; and May 21, at 11; Basinghall-st. *Off. Ass.* Cannan. *Sol.* Harris, 34 a Moorgate-st. *Pet.* April 7.

HARRISON, JOHN, Licensed Victualler, 126 Dale-st., Liverpool. *Com.* Perry: April 27 and May 12, at 12; Liverpool. *Off. Ass.* Cazenove. *Sol.* Aspinall, 9 Union-ct., Castle-st., Liverpool. *Pet.* April 7.

IVENS, WILLIAM SPENCER, Hay and Corn Dealer, Loseby, Leicestershire. *Com.* Balguy: April 20 and May 11, at 10.30; Shirehall, Nottingham. *Off. Ass.* Harris. *Sols.* Deacon & Taylor, Peterborough; or James & Knight, Birmingham. *Pet.* Mar. 27.

JACKSON, PETER, & JAMES VAISSIERE, Brace, Belt, and Garter Manufacturer, 76 Aldermanbury. *Com.* Holroyd: April 19, at 2.30; and May 18, at 2; Basinghall-st. *Off. Ass.* Edwards. *Sol.* Mardon, 99 Newgate-st. *Pet.* Mar. 27.

LESLIE, ROBERT, Merchant, 19 Abchurch-lane (Cheape & Leslie). *Com.* Goulburn: April 22 and May 24, at 11; Basinghall-st. *Off. Ass.* Nicholson. *Sols.* Sole, Turner, & Turner, 68 Aldermanbury, London. *Pet.* Mar. 25.

LILLEY, JOHN, & WILLIAM HENRY LILLEY, Mahogany Manufacturers, Wood Wharf, West India Docks. *Com.* Evans: April 20, at 1; and May 20, at 2, Basinghall-st. *Off. Ass.* Johnson. *Sols.* J. & W. Sheffield, 68 Old Broad-st. *Pet.* April 7.

MILLINGEN, CHARLES, Umbrella and Parasol Manufacturer, 22 Fore-st. *Com.* Goulburn: April 26, at 11; and May 17, at 11.30; Basinghall-st. *Off. Ass.* Pennell. *Sol.* Wickens, 4 Tokenhouse-yard. *Pet.* April 7.

PEEBLES, WILLIAM SKIPP, & JEREMIAH WHITE, Carpenters and Builders, East Dereham, Norfolk. *Com.* Fonblanque: April 24, at 11; and May 21, at 12; Basinghall-st. *Off. Ass.* Stansfeld. *Sols.* Sole, Turner, & Turner, 68 Aldermanbury; or Miller, Son, & Bugg, Norwich. *Pet.* Mar. 29.

PELHAM, GEORGE BROWNE, Builder, 11 Albert-st., Camden-town. *Com.* Fane; April 21, at 2; and May 21, at 12; Basinghall-st. *Off. Ass.* Cannan. *Sol.* Oldershaw, 14 St. Swithin's-lane. *Pet.* April 1.

PERRY, HENRY WILLIAM, Builder, Exmouth, Devon. *Com.* Bere: April 14 and May 13, at 11; Queen-st., Exeter. *Off. Ass.* Hirtzel. *Sol.* Stogdon, Exeter. *Pet.* April 6.

SANSOM, JAMES, Grocer, Birmingham. *Com.* Balguy: April 22 and May 13, at 11.30; Birmingham. *Off. Ass.* Kinnear. *Sols.* James & Knight, Birmingham. *Pet.* April 1.

STEPHENSON, JAMES, Timber Merchant, Hartlepool, and West Hartlepool, Durham. *Com.* Ellison: April 20, at 11; and May 20, at 12; Royal-arcade, Newcastle-upon-Tyne. *Off. Ass.* Baker. *Sol.* Brignal, Durham. *Pet.* Mar. 30.

TISOE, WILLIAM CHARLES, Plumber, Hertford (Tisoe & Son). *Com.* Holroyd: April 22, at 2.30; and May 18, at 1; Basinghall-st. *Off. Ass.* Edwards. *Sol.* Armstrong, 5 Guildhall-chambers, Basinghall-st. *Pet.* April 7.

TOWNSEND, JOHN, Auctioneer, Greenwich. *Com.* Fane: April 21, at 11; and May 21, at 1; Basinghall-st. *Off. Ass.* Whitmore. *Sols.* George & Downing, 5 Size-lane. *Pet.* Mar. 29.

WATT, ELIZABETH, Stationer, Birmingham. *Com.* Balguy: April 21 and May 17, at 10; Birmingham. *Off. Ass.* Whitmore. *Sols.* Linklaters & Hackwood, 7 Walbrook; or Hodgson & Allen, Birmingham. *Pet.* April 6.

BANKRUPTCIES ANNULLED

FRIDAY, *April* 2, 1858.

LEE, JAMES DENBY, & JAMES CRABTREE, Machine Makers, Windhill, Calverley, Yorkshire.—Mar. 30.

NICHOLS, WILLIAM, Worsted Spinner, Wilsden, Yorkshire.—Mar. 30.

FRIDAY, *April* 9, 1858.

BRUTON, JOHN, Corn Factor, Hereford. April 7.

MEETINGS.

FRIDAY, *April.* 2, 1858.

BAILEY, JAMES, Merchant, Wood-st., Cheapside. *Div.* April 24, at 12 Basinghall-st. *Com.* Fane.

BOWES, WILLIAM, Spade and Edge Tool Manufacturer, Greta Forge, Keswick, Cumberland. *First Div.* April 28, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

BOYD, FRANCIS, Grocer, Tynemouth. *Final Div.* April 27, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

BRODIE, EDWARD BENJAMIN, Cooper and Ale Merchant, Cooperage, Argyle-st., King's-cross. *Last ex.* (*by adj.* from Mar. 19) April 16, at 12; Basinghall-st. *Com.* Fonblanque.

BROWN, GEORGE JOHN, Rope Manufacturer, Hartlepool, Durham. *Div.* April 26, at 12.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

BROWN, HENRY, Ship Owner, Washington-ter., North Shields. *Last ex.* (*by adj.* from Mar. 19) April 20, at 12.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

BUCHANAN, JOHN, Upholsterer, 47 Moorgate-st. *Div.* April 27, at 12; Basinghall-st. *Com.* Holroyd.

BULL, THOMAS (Thos. Bull & Co.), Vinegar Merchant, 38 St. Mary Axe. *Div.* April 23, at 12; Basinghall-st. *Com.* Fane.

BUTT, THOMAS, Ironmonger, Littlehampton, Sussex. *Div.* April 24, at 12; Basinghall-st. *Com.* Fane.

CHADWICK, BENJAMIN, Chronometer and Watch Maker, Liverpool. *Div.* April 23, at 11; Liverpool. *Com.* Stevenson.

CHILTON, WILSON, Ship Builder, Bishopwearmouth, Durham. *Last Ex.* (*by adj.* from Mar. 11) April 21, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

COOPER, WILLIAM EARNSHAW, & DAVID COOPER, Tallow Chandlers, Manchester, also of Mottram, Cheshire. *Second Div.* April 26, at 12; Manchester. *Com.* Jemmett.

CREAM, ROBERT CHEVALLIER, Apothecary, Rushall, Wilts. *Div.* April 29, at 11; Bristol. *Com.* Hill.

GOTCH, JOHN DAVIS, & THOMAS HENRY GOTCH, Bankers, Tanners, &c., Kettering and Rowell, Northamptonshire, also of 43 Long-acre, Middlesex, surviving partners of John Cooper Gotch, deceased. *Last ex.* (*by adj.* from Mar. 23) April 16, at 1; Basinghall-st. *Com.* Fonblanque.

HARRISON, WILLIAM, Ship Chandler, North Shields. *Last Ex.* (*by adj.* from Mar. 19) April 20, at 11.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

HILLS, JONATHAN, & ROBERT HILLS, Bankers, High-st., Gravesend, and High-st., Dartford (Jonathan Hills & Son). *Last Ex.* (*by adj.* from Feb. 9) April 13, at 12; Basinghall-st. *Com.* Fonblanque.

JOLLIFFE, WILLIAM LEIGH, Tea Dealer, Salisbury, Wilts. *Div.* April 24, at 1; Basinghall-st. *Com.* Fonblanque.

JORDAN, JAMES, jun., Builder, 3 Campden-hill, Kensington. *Div.* April 23, at 1.30; Basinghall-st. *Com.* Fane.

KIRKUP, LANCELOT, Iron Ship Builder, Newcastle-upon-Tyne. *Last Ex.* (*by adj.* from Mar. 18) April 21, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com* Ellison.

LACKERSTEEN, AUGUSTUS ALEXANDER, & WILLIAM HAMILTON CRAKE, Merchants, 9 Moorgate-st. *Div.* April 23, at 11.30; Basinghall-st. *Com.* Fane.

LANGDALE, SAMPSON, sen., & SAMPSON LANGDALE, jun., Stockton-upon-Tees, Durham, and of Yarm, Yorkshire. *Final Div.* joint est., and sep. est. of S. Langdale, jun., April 28, at 11.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

LEMERE, HENRY BEDFORD, Draper, 3 High-st., Notting-hill. *Div.* April 27, at 12; Basinghall-st. *Com.* Holroyd.

MOCATTA, SAMUEL, Merchant, Liverpool (carrying on business in co-partnership with Isaac Lindo Mocatta, at Liverpool, as S. & I. L. Mocatta; and at Laguayra, Venezuela (as Mocatta & Co.) *Div.* of est. of each, April 23, at 11; Liverpool. *Com.* Stevenson.

NICHOLS, HILLYARD, Corn Merchant, Bedford. *Div.* April 24, at 11.30; Basinghall-st. *Com.* Fane.

PEARSON, THOMAS, Ironmonger, 18 & 19 Calthorpe-pl., Gray's-inn-road, residing at Acton House, Acton. *Div.* April 30, at 2; Basinghall-st. *Com.* Holroyd.

PRUDHOE, ROBERT, Grocer, Durham. *Final Div.* April 27, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

RICHARDS, GEORGE MARBUTT, Grocer, Northampton. *Last Ex.* (*by adj.* from Mar. 5) April 13, at 1; Basinghall-st. *Com.* Fonblanque.

SIMOND, FRANCIS LOUIS, Merchant, 4 Cullum-st. (Cuylits, Simond, & Co.) *Div.* April 24, at 11; Basinghall-st. *Com.* Fane.

TOZER, HENRY, Tin Plate Worker, 3 Dean-st., Soho, & 3 Cranbourne-st., Leicester-sq. *Last ex* (*by adj.* from Mar. 12) April 13, at 2; Basinghall-st. *Com.* Fonblanque.

WELLER, WILLIAM, Stonemason, Church-st., Woolwich. *Last Ex.* (*by adj.* from Mar. 19) April 14, at 1; Basinghall-st. *Com.* Fonblanque.

WOODALL, GEORGE, Grocer, Carlisle. *Final Div.* April 27, at 1. *Com.* Ellison.

TUESDAY, *April* 6, 1858.

BALDWIN, EDWARD, Printer and Newspaper Proprietor, Shoe-lane. *Div.* April 27, at 12; Basinghall-st. *Com.* Evans.

COOKE, ROBERT, Hatter, Liverpool. *Div.* April 28, at 11; Liverpool. *Com.* Perry.

CULLEMORE, WILLIAM, Draper, 1 Upper Seymour-st., Euston-sq. *Div.* April 29, at 1.30; Basinghall-st. *Com.* Goulburn.

DEACON, DAVID, Butcher, Kilburn. *Div.* April 29, at 12.30; Basinghall-st. *Com.* Goulburn.

FLEMING, THOMAS, Merchant, Liverpool. *Div.* April 29, at 11; Liverpool. *Com.* Stevenson.

FRESHWATER, JAMES (Freshwater & Co.), Tea Dealer, 44 Poultry. *Div.* April 30, at 12; Basinghall-st. *Com.* Fane.

HAINSWORTH, BENJAMIN, Common Brewer, Liverpool. *Div.* April 28, at 12; Liverpool. *Com.* Perry.

HORNER, THOMAS, House Decorator, 15 Hart-st., Bloomsbury. *Div.* April 29, at 1; Basinghall-st. *Com.* Goulburn.

HUMBLE, JOHN, Merchant, Felling, Durham. *Div.* April 29, at 12; Basinghall-st. *Com.* Goulburn.

HUTHERSAL, JOHN, Chemical Manure Manufacturer, Altrincham, Cheshire. *Div.* April 29, at 12; Manchester. *Com.* Skirrow.

JONES, JOHN, Glass and Earthenware Dealer, 90 Tottenham-court-rd. *Div.* April 30, at 1.30; Basinghall-st. *Com.* Fane.

LARGE, JOHN, Coach Maker, Great Queen-st., Lincoln's-inn-fields. *Div.* April 30, at 12.30; Basinghall-st. *Com.* Fane.

M'DONALD, JOHN CAMPBELL, Liverpool, & ANDREW THOMPSON HONEYMAN DALZIEL, Liverpool, Wine and Spirit Merchants. *Div.* April 29, at 11; Liverpool. *Com.* Stevenson.

M'LEAN, ROBERT, & JAMES M'LEAN, Builders, Hulme, Manchester. *Div.* April 29, at 12, Manchester. *Com.* Skirrow.

MARKS, JOHN, Coach Maker, Bell-st., Paddington, and Long-acre, also of Victoria-st., North Melbourne, Australia. *Div.* April 30, at 11.30; Basinghall-st. *Com.* Fane.

MARSHALL, JOHN, Underwriter, Angel-ct. *Div.* April 30, at 11; Basinghall-st. *Com.* Fane.

NOBLE, ROBERT, Dentist, Whitby, Yorkshire. *Last Ex.* April 20, at 11; Commercial-bldgs., Leeds. *Com.* Ayrton.

SHAW, THOMAS GEORGE, & JOSEPH LANE (T. G. Shaw & Co.), Wine Merchants, 55 Old Broad-st., and of Town-hall-bldgs., Manchester. *To take Proof of Debt by T. E. Marsland*, April 22, at 12; Basinghall-st. *Com.* Goulburn.

TYLER, WILLIAM, Printer, Bolt-ct., Fleet-st. *Div.* April 27, at 11; Basinghall-st. *Com.* Evans.

FRIDAY, *April* 9, 1858.

ARNOLD, HENRY, & HENRY JOHN ARNOLD, Cheese Factors, Uttoxeter, Staffordshire. *Div.* May 3, at 10.30; Birmingham. *Com.* Balguy.

GILLETT, GEORGE, Cabinet Maker, Preston, Lancashire. *First Div.* May 3, at 12; Manchester. *Com.* Jemmett.

GOODWIN, GEORGE, Woollen Merchant, Manchester. *Second Div.* April 30, at 1. *Com.* Skirrow.

KING, OCTAVIUS, & ALFRED KING, Corn Merchants, Dullingham, New-

market. *Pref. Dis.* against sep. est. of O. King, April 20, at 12; Basinghall-st. *Com.* Evans.

M'Clean, James, & Terence M'Clean, Wine, Spirit, and Beer Merchants, Turnagain-lane, Skinner-st., Snow-hill. *Last Ex.* (*by adj.* from Mar. 19), April 20, at 2; Basinghall-st. *Com.* Fonblanque.

Pearce, Samuel, Oilman, 116 Minories. *Last Ex.* April 21, at 2; Basinghall-st. *Com.* Goulburn.

Rolls, Alfred (Williams & Rolls), Umbrella and Parasol Manufacturer, 44 Ludgate-hill. *Div.* April 30, at 2; Basinghall-st. *Com.* Holroyd.

Schlesinger, Charles Frederick, Edward Schlesinger, & Charles Parfitt, Drysalters, 9 & 10 Basinghall-st. *Last Ex.* (*by adj.* from Mar. 16) April 20, at 1; Basinghall-st. *Com.* Fonblanque.

Suckling, Joseph, jun., Hop and Provision Dealer, Birmingham. Choice of Assignee, in the room of Josiah Wigley, April 22, at 11.30; Birmingham. *Com.* Balguy.

DIVIDENDS.

Friday, *April* 2, 1858.

Bealey, Richard R., & David Bealey, Shirt and Stock Manufacturers, Manchester. First, 2*s.* 9*d.* *Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 to 1.

Bradshaw, James, & Aaron Collinson, Cotton Manufacturers, Burnley. Second, 3*s.* 6¾*d.* *Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 to 1.

Carr, John, & Thomas Laidler, Coke Burners, Jarrow. Second, 1*s.* 6*d.* (in addition to 2*s.* 10*d.* previously declared). *Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 to 3.

Choir, David, Miller, Kimberworth. First, 3*s.* 10*d.* *Brewin*, 11 St. James's-st., Sheffield; any Tuesday, 11 to 2.

Coupland, William, & William Butterfield Colton, Merchants, Liverpool. Sixth, 3/32*d.* *Cazenove*, 11 Eldon-chambers, South John-st., Liverpool; any Thursday, 11 to 2.

Dalton, Samuel, Daniel Dalton, & Alfred Dalton, Ironmasters, Chester. First, 3½*d.* *Cazenove*, 11 Eldon-chambers, South John-street, Liverpool; any Thursday, 11 to 2.

Davies, James, Currier, Newport. Second, 2½*d.* (together with the First of 5*s.* on new proofs). *Miller*, 19 St. Augustine's-parade, Bristol; any Wednesday, 11 to 1.

Dolphin, John, Banker, Hunter House, Durham. First and final, 1*s.* 4½*d.* *Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 to 3.

Dowie, William Littlejohn, Tailor, Market-st., Manchester. Second, 2*d.* *Pott*, 7 Charlotte-st., Manchester; any Tuesday, 11 to 1.

Johnson, Joseph, jun., Estate Agent, Liverpool. First, 4*s.* 3*d.* *Cazenove*, 11 Eldon-chambers, South John-st., Liverpool; any Thursday, 11 to 2.

Lace, Joshua Fletcher, & Leonard Addison. Third, 8½*d.* joint est., and further Div. 11*d.* sep. est. J. F. Lace; and Second, 2*s.* 5½*d.*, sep. est. L. Addison. *Morgan*, 10 Cook-st., Liverpool; any Wednesday, 11 to 2.

Lambert, Miles, Tailor, Liverpool. First, 3*s.* 6*d.* *Turner*, 53 South John-st., Liverpool; any Wednesday, 11 to 2.

Lewis, Thomas, Linen Draper, Nantwich, Cheshire. First, 3*s.* *Turner*, 53 South John-st., Liverpool; any Wednesday, 11 to 2.

M'Kay, Thomas Cuthbert, & John M'Kay, Hosiers, Newcastle-upon-Tyne. First, 3*s.* 10*d.* on proofs since Oct. 9. *Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 to 3.

M'Manus, Terence Bellew, Commission Agent, Liverpool. First, 7*d.* *Cazenove*, 11 Eldon-chambers, South John-st., Liverpool; any Thursday, 11 to 2.

Matthews, Thomas, & John Matthews, Turnscrew Manufacturer, Sheffield. First, 4*s.* 3*d.* *Brewin*, 11 St. James's-st., Sheffield; any Tuesday, 11 to 2.

Owen, John, & John Mathew Gutch, Bankers, Worcester. First, 5*s.*, joint est.; and First, 2*s.* 6*d.*, sep. est. J. Owen; and First, 20*s.*, sep. est. of J. M. Gutch. *Whitmore*, 19 Temple-st., Birmingham; any Friday, 11 to 3.

Potts, James, Brickmaker, Monks Copenhall, Cheshire. First, 5*d.* *Cazenove*, 11 Eldon-chambers, South John-st., Liverpool; any Thursday, 11 to 2,

Richards, John, Draper, Aberystwith. *Div.* 10*d.* *Miller*, 19 St. Augustine's-parade, Bristol; any Wednesday, 11 to 1.

Royal British Bank. Third, 2*s.* *Lee*, 20 Aldermanbury, City; April 7, 11 to 2.

Rutter, Alexander, Saw Manufacturer, Sheffield. First, 1*s.* *Brewin*, 11 St. James's-st., Sheffield; any Tuesday, 11 to 2.

Shoard, John, Miller, Bristol. *Div.* 2*s.* 11*d.* *Miller*, 19 St. Augustine's-parade, Bristol; any Wednesday, 11 to 1.

Smith, Matthew, Steel Manufacturer, Sheffield. First, on new proofs only, 2*s.* *Brewin*, 11 St. James's-st., Sheffield; any Tuesday, 11 to 2.

Spreding, Thomas, Rope Manufacturer, Sunderland. First, 8½*d.* *Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 to 3.

Talbott, Ebenezer (of firm of Talbott & Grice), Ironfounders, Gyaney. *Div.* 15*s.* *Miller*, 19 St. Augustine's-parade, Bristol; any Wednesday, 11 to 1.

Veitch, Andrew, Music Seller, Newcastle-upon-Tyne. *Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 to 3.

Wick, John, Electro Plater, Sheffield. First, 2*s.* 9½*d.* *Brewin*, 11 St. James-st., Sheffield; any Tuesday, 11 to 2.

Wotherspoon, Matthew, & Joseph Ruggles Walford, Merchants, Liverpool. First, 2 1/16*d.* *Cazenove*, 11 Eldon-chambers, South John-st., Liverpool; any Thursday, 11 to 2.

Tuesday, *April* 6, 1858.

Billson, John William, Bookseller, Leicester. First, 2*s.* 4*d.* *Harris*, Middle-pavement, Nottingham; April 5, or three following Mondays, 11 to 3.

Dearlove, Henry George, Timber Merchant, Palace-row, New-road. Second, 4*d.* *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 to 2.

Lake, William, Tailor, Banbury. First, 6*s.* 8*d.* *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 to 2.

Langlands, Nathan, Grocer, Dartford. First, 4*s.* 7*d.* *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 to 2.

Morrison, Robert, Baker, Drury-lane. First, 5*s.* 5*d.* *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 to 2.

Pervanoglu, John Apos, Merchant, 11 Union-ct., Old Broad-st. First, 4½*d.* *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 to 2.

Rust, Charles, Cheesemonger, 38 Surrey-pl., Old Kent-rd. Second, 6*d.* *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 to 2.

Tagg, John James, Innkeeper, Bear Hotel, Reading. First, 7*s.* 6*d.* *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 to 2.

White, Charles Henry, Chinaman & Glass Dealer, Southampton. First, 2*s.* 3*d.* *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 to 2.

Friday, *April* 9, 1858.

Melrose, James, & Thomas Edward Hussey, Cable Makers, 78 Hatton-garden, and the Phœnix Works, Tividale, near Dudley. First, 1*s.* 5*d.* *Cannan*, 18 Aldermanbury; any Monday, 11 to 3.

Metcalfe, William Thomas, Draper, Great Driffield and Bridlington. First, 9*s.* 5*d.* *Carrick*, Quay-st.-chambers, Hull; any Thursday, 11 to 2.

Prior, William, & Asher Prior, Ironmongers, Tonbridge-pl., New-rd. First, 2*s.* 6*d.* *Edwards*, 22 Basinghall-st.; Wednesday next, and three subsequent Wednesdays, 11 to 2.

Rowe, Thomas, & John Walter Trenery, Ironmongers, Lincoln. First, 6*s.* 6½*d.* *Carrick*, Quay-st.-chambers, Hull; any Thursday, 11 to 2.

Shaw, Edward, Draper, Kingston-upon-Hull. First, 6*s.* *Carrick*, Quay-st.-chambers, Hull; any Thursday, 11 to 2.

Todd, Anthony Maddison, Merchant, 28 Clement's-lane, Lombard-st. Third, 3*s.* 4*d.* *Edwards*, 22 Basinghall-st.; Wednesday next, and three subsequent Wednesdays, 11 to 2.

White, Thomas George, Lace Warehouseman, 55 Aldermanbury. First, 1*s.* *Cannan*, 18 Aldermanbury; any Monday, 11 to 3.

Wood, James, Cheese Factor, Shudehill, Manchester. First, 5*s.* 9*d.* *Fraser*, 45 George-st., Manchester; any Tuesday, 11 to 1.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

Friday, *April* 2, 1858.

Barrs, Thomas, Maltster, Cotwell End, Sedgley, Staffordshire. May 3, at 10; Birmingham.

Burford, John, & James Thompson, Ironmasters, Bradley Hall Iron Works, Bilston (Bradley Hall Iron Company). May 7, at 10; Birmingham.

Camm, George, Grocer, Sheffield. April 24, at 10; Council-hall, Sheffield.

Chandler, James, sen., Brewer, Epsom, Surrey. April 23, at 11; Basinghall-st.

Cockshott, Edmund, & John Cockshott, Worsted Manufacturers, Frizinghall Mill, Bradford, Yorkshire. April 23, at 11; Leeds.

Crane, Henry, Ironfounder & Factor, Wolverhampton. April 30, at 10; Birmingham.

Dransfield, Lewis, Rope Maker, Leeds. May 4, at 11; Commercial-bldgs., Leeds.

Dulston, John, Grocer, Wolverhampton. May 3, at 10; Birmingham.

Edwards, Thomas, Ironfounder, Grosvenor-st., Birmingham. April 30, at 10; Birmingham.

Ellis, John, Joiner, Liverpool. April 29, at 11; Liverpool.

Ellis, Thomas, Steel Manufacturer, Heeley Tilt, Sheffield. April 24, at 10; Council-hall, Sheffield.

Exley, Charles, Corn Factor, Wakefield. April 23, at 11; Leeds.

Hampson, Benjamin, Stationer, Manchester. April 26, at 12; Manchester.

Hearnshaw, Paul, Coal Merchant, Sheffield. April 24, at 10; Council-hall, Sheffield.

Horsfall, Thomas, & John Horsfall, Machine Makers, Shipley, Yorkshire. April 23, at 11; Leeds.

Lancashire, George, Silk Manufacturer, Castle Donnington, Leicestershire. May 18, at 10.30; Shire-hall, Nottingham.

Long, Oliver, Manufacturer and Dealer in Patented Articles, 58 King William-st. April 26, at 1; Basinghall-st.

Parkinson, William, Worsted Spinner, Bradford, Yorkshire. April 23, at 11; Leeds.

Pilkington, Charles, & Thomas Pilkington, Joiners' Tool and Brace Bit Manufacturer, Sheffield. April 24, at 10; Council-hall, Sheffield.

Rennison, Joseph, Wine and Spirit Merchant, Huddersfield. May 3, at 12; Commercial-bldgs., Leeds.

Robson, James, Ship Broker, Peckham, Surrey, late of Liverpool. April 23, at 12; Basinghall-st.

Warburton, George, & John Ormesher, Silk Brokers, Manchester. April 23, at 11; Manchester.

Wheeler, Thomas, Millwright, Albion Works, Oxford. April 26, at 1.30; Basinghall-st.

Wilson, John Samuel, Commission Agent, Leeds. May 4, at 12; Commercial-bldgs., Leeds.

Tuesday, *April* 6, 1858.

Bayley, Samuel, Maltster, Burnt Tree, Tipton, Staffordshire. April 30, at 10; Birmingham.

Bradbury, James, Grocer, Lindley, Huddersfield. April 27, at 11.30; Commercial-bldgs., Leeds.

Burd, John, Calico Printer, Radcliffe, Manchester. April 27, at 12; Manchester.

Carne, William Inglis, Merchant, 10 Mark-lane, and Lower Tulse-hill, Surrey. April 28, at 12; Basinghall-st.

Davies, Edward, Boot and Shoe Maker, Liverpool. April 27, at 11; Liverpool.

Davis, Sarah, Innkeeper, Halifax. May 11, at 11; Commercial-bldgs., Leeds.

Dean, George, Naples and Sardinian Cord Manufacturer, Nottingham. May 4, at 10.30; Shirehall, Nottingham.

Ellis, Frederic, Chemist, Hatherleigh. April 28, at 11; Queen-st., Exeter.

Glennie, Alexander, Sewed Muslin Warehouseman, 9, Friday-st., Cheapside. April 28, at 12.30; Basinghall-street.

Gray, John Walter, Commission Agent, Bishop's Waltham, Southampton. April 28, at 12; Basinghall-st.

Greenwood, John, Chemist and Druggist, Dewsbury, Yorkshire. May 11, at 12; Commercial-bldgs., Leeds.

Haigh, Benjamin, Engine Maker, Dukinfield, Cheshire. April 27, at 12; Manchester.

Jolliffe, William Leigh, Tea Dealer, Salisbury. April 28, at 1.30; Basinghall-st.

Lewis, William, Licensed Victualler, Horseley-heath, Tipton, Staffordshire. April 30, at 10; Birmingham.

Morgan, Joseph, Ironmonger, Garn-Vach, near Nanty-Glo, Monmouthshire. April 27, at 11; Bristol.

Nicholson, Joshua, Butcher, Hexham, Northumberland. April 27, at 11.30; Royal-arcade, Newcastle-upon-Tyne.

Paul, James, Innkeeper, Wadebridge, Cornwall. April 28, at 11; Queen-st., Exeter.

PAVITT, WILLIAM, & DANIEL PAVITT, 30 Alfred-st., Bow-rd., & GEORGE PAVITT, of Middleton-rd., Kingsland-rd., Copartners, and carrying on business at 247 Wapping, and 24 Mark-lane, Millers. April 29, at 2; Basinghall-st.

ROTHVEN, EDWARD SOUTHWELL, Commission Agent, 29 Penlington-pl., Hercules-bldgs., Lambeth. April 27, at 11; Basinghall-st.

TYLER, WILLIAM, Printer, Bolt-court, Fleet-st. April 27, at 11; Basinghall-st.

WHITE, WILLIAM, Farmer, Tintinhull, Somersetshire. April 28, at 11; Queen-st., Exeter.

WILKINS, GEORGE, Baker, Portsea, Hants. April 28, at 1; Basinghall-st.

FRIDAY, *April* 9, 1858.

ALLEN, JOHN, Corn and Flour Dealer, Oldbury, Worcestershire. April 30, at 10; Birmingham.

BARLOW, SAMUEL, Grocer, Sheffield. May 1, at 10; Council-hall, Sheffield.

BROOKES, WILLIAM HENRY, Mineral Merchant, Wolverhampton. April 30, at 10; Birmingham.

BUTCHER, JAMES, Builder, 117 Waterloo-rd. April 30, at 1; Basinghall-st.

BUTCHER, JAMES, Licensed Victualler, Three Cranes Public House, Hackney. April 30, at 1; Basinghall-st.

HILL, BENJAMIN, Licensed Victualler, Wolverhampton. May 3, at 10; Birmingham.

LAMB, THOMAS, Grocer, Manchester. May 7, at 12; Manchester.

LAWRENCE, MARIA, Tailor, 184 Lambeth-walk, Lambeth. April 30, at 1; Basinghall-st.

NORTON, JAMES, Silk Dyer, Macclesfield. May 3, at 12; Manchester.

RILEY, ISAAC, Joiner, Datchall, Barsiem, Staffordshire. April 30, at 10; Birmingham.

ROLLINS, THOMAS, Cattle Dealer, Palterton, Derbyshire. May 1, at 10; Council-hall, Sheffield.

To be DELIVERED, *unless* APPEAL *be duly entered.*

FRIDAY, *April* 2, 1858.

BROWN, JOHN HUNTER, Rope Manufacturer, Sunderland. Mar. 30, 3rd class; subject to suspension until Mar. 31, 1859.

CARTER, HENRY, Tailor, Worthing. Mar. 26, 3rd class.

CLAXTON, FRANCIS, Victualler and Innkeeper, Dovercourt, Essex. Mar. 26, 2nd class.

COOKE, ROBERT, Hatter, Liverpool. Mar. 24, 1st class.

CREDLAND, JAMES, Builder, Hulme, Lancashire. Mar. 26, 3rd class.

EDSER, JAMES, Builder, 36 Vincent-square, Middlesex. Mar. 26, 1st class.

GERLING, EDWARD, Carpenter, 57 Praed-st., Paddington. Mar. 30, 2nd class; to be suspended for 3 mos. from that date.

HORTON, EDWARD, Grocer, Well-st., South Hackney. Mar. 26, 2nd class; to be suspended for 3 mos. from that day.

HUBBARD, CHARLES, Builder, 17 Queen's-road, Haverstock-hill, Middlesex. Mar. 26, 3rd class.

JONES, WILLIAM, Gas Fitter, 196 Pentonville-rd., Pentonville, and 11 & 12 Beak-st., Regent-st. Mar. 26, 3rd class.

LAMPRELL, WILLIAM ALLISTON, Carpenter, 91½ Long-lane. Mar. 26, 1st class.

LUCAS, JOHN, Chemist and Druggist, 86 Queen-st., Cheapside. Mar. 26, 2nd class; to be suspended for 4 mos. from that day.

M'CARTNEY, JAMES, Provision Merchant, South Shields. Mar. 26, 2nd class; subject to suspension until Mar. 26, 1859.

MOSLEY, CHARLES, & JOHN MARLOW MOSLEY, News Agents, 16 Catherine-st., Strand. Mar. 29, 3rd class: to be suspended for 6 mos. from that day.

PEARSON, THOMAS, Ironmonger, 18 & 19 Calthorpe-pl., Gray's-inn-rd., residing at Acton House, Acton, Middlesex. Mar. 25, 3rd class; to be suspended for 6 mos. from that date,

SICHEL, GUSTAVUS, Merchant, 27 New Broad-st. Mar. 22, 2nd class, to be suspended for 12 mos. from Mar. 22.

STUTELY, THOMAS, Stone Mason and Builder, Sheerness. Mar. 25, 3rd class; to be suspended until Sept. 25.

WATKINSON, WILLIAM MALCOLM, & HENRY FOWLER DICKINS, Woolstaplers, Kidderminster. Mar. 26, 3rd class.

TUESDAY, *April* 6, 1858.

BROWN, LEONARD FLINTOFF, Chemist & Druggist, Manchester. Mar. 25, 2nd class.

DYNE, JOHN, & SYDNEY DYNE, Builders, Croydon. Mar. 31, 2nd class.

ECCLES, JOSEPH, EDWARD ECCLES, & ALEXANDER ECCLES, Cotton Brokers, Liverpool. Mar. 29, 2nd class; to Edward Eccles and Alexander Eccles.

ELWIN, WILLIAM JEKIN, Grocer, Dartford. Mar. 31, 3rd class.

FALK, ROBERT, Merchant, St. Mary-at-Hill, Little Tower-st. Mar. 29, 3rd class; to be suspended for 6 mos. from Feb. 28.

FISHER, WILLIAM, Butcher, Kilburn. Mar. 13, 2nd class.

HANNAFORD, THOMAS BROWNE, Slate Merchant, Trevalga Wharf, Ratcliff-cross. Mar. 31, 3rd class; to be suspended for 9 mos. from Nov. 10, 1857.

HARRALD, WILLIAM, Butcher, Bury St. Edmunds. Mar. 31, 3rd class.

LADBROOK, ELISHA, Wheelwright, Ardleigh, Essex. Mar. 30, 2nd class.

NUNN, MARTIN, Laceman, 259 Regent-circus, Oxford-st., and at Scarborough, under style of Nunn & Co. Mar. 29, 3rd class; to be suspended for 12 mos.

STURGIS, OWEN, Builder, 3 College-terr., Finchley-rd., St. John's-wood. Mar. 30, 2nd class.

VIALOU, ISAAC RICHARDSON, Builder, 37 Fish-st.-hill, and Richmond-rd., Hackney. Mar. 31, 1st class.

FRIDAY, *April* 9, 1858.

CHOAT, JAMES, Tailor, 14 Bishopsgate-st. Mar. 9, 2nd class.

EADE, GEORGE, Marine Store Dealer, 21 Bermondsey-wall, Bermondsey. Mar. 30, 3rd class.

M'GREGOR, ALEXANDER, Corn and Ship Broker, Liverpool. April 1, 1st class.

WADE, JAMES, Paper Maker, Postford Mills, Chilworth, near Guildford. Mar. 30, 1st class.

Assignments for Benefit of Creditors.

FRIDAY, *April* 2, 1858.

BINES, JOSEPH, Draper, Putney, Surrey. Mar. 5. *Trustees*, W. White, Jun., Warehouseman, Cheapside; R. W. Tuck, Draper, Knightsbridge. *Sols.* Ashurst, Son, & Morris, 6 Old Jewry.

PHILLPOT, EDWIN, Draper, Newnham, Gloucestershire. Mar. 8. *Trustees*, W. O. Bigg, Tobacco Manufacturer, Bristol; E. Bretherton, Provision Merchant, Gloucester; J. Shutt, Wholesale Grocer, Bristol. *Sols.* Abbot, Lucas, & Leonard, Bristol.

POLLARD, EDWARD HENRY, Tailor, Bridgewater, Somersetshire. Mar. 9. *Trustees*, W. Hathway, Warehouseman, Bristol; G. S. Hockey, Clothier, Bristol. *Sol.* Wood, 19 Clare-st., Bristol.

RICHARDS, EDWARD, Draper, Liverpool. Mar. 5. *Trustees*, F. Taylor, Warehouseman, Manchester; J. Richards, Farmer, Lower-hill, Myford, near Welshpool. *Sols.* Sale, Worthington, & Shipman, Manchester.

WOOD, THOMAS, Grocer, Maidford and Daventry, Northamptonshire. *Trustee*, W. W. Coleman, Grocer, Banbury. Creditors to execute before April 23. *Sol.* Looker, Banbury.

TUESDAY, *April* 6, 1858.

ELSMERE, PETER, Grocer, Shrewsbury. Mar. 22. *Trustees*, C. Wilkes, Grocer, Shrewsbury; G. Harries, Accountant, Shrewsbury. *Sols.* C. & S. Craig, Crescent, Shrewsbury.

GALLOWAY, THOMAS, Dealer in Provisions, Newcastle-upon-Tyne. Mar. 15. *Trustee*, J. Ridley, Provision Merchant, Newcastle-upon-Tyne. *Sol.* Hoyle, Newcastle-upon-Tyne.

HALL, WILLIAM THOMAS, Civil Engineer, Milnthorpe, Yorkshire. Mar. 10. *Trustees*, H. W. Blackburn, Accountant, Bradford; G. Potter, Banker, Wakefield. *Sol.* Pickslay, Wakefield.

HUGHES, THOMAS EDWARD, Draper, Aberystwith, Cardiganshire. Mar. 16. *Trustee*, W. Allen, Merchant, Manchester. *Sols.* Sale, Worthington, & Shipman, 64 Fountain-st., Manchester.

JESSOP, WILLIAM, Grocer, Brettel-lane, near Stourbridge. Mar. 31. *Trustees*, W. Wade, Grocer, 49 High-st., Camden-town; J. Salter, Auctioneer, 3½, Chapel-pl., Kentish-town. Creditors to execute before July 1. *Sol.* Dod, 10 John-st., Oxford-st.

LAWRANCE, THOMAS BROAD, Grocer, Kingston-upon-Thames. Mar. 15. *Trustees*, H. Constable, Wholesale Grocer, Great Tower-st.; E. Eagleton, jun., Wholesale Grocer, Newgate-st. *Sols.* Hill & Mathews, Saint Mary Axe.

MORGAN, EVAN, Draper, Tonyrefail, Glamorganshire. Mar. 6. *Trustee*, W. Linton, Warehouseman, Bristol. *Sol.* Henderson, 50 Broad-st., Bristol.

TURNER, ROBERT, Bookseller, 121 St. James's-st., Brighton. Mar 30. *Trustee*, F. Warne, Publisher, 2 Farringdon-st. Creditors to execute on or before Sept. 30. *Sol.* Frosin, 35 Lincoln's-inn-fields.

WHITAKER, JOHN, Woollen Manufacturer, Batley, Yorkshire. Mar. 17. *Trustee*, J. Day, Rag Dealer, Batley, who has paid a composition to the creditors. *Sol.* Chadwick, Dewsbury.

WILD, DANIEL, Innkeeper, Oldham, Lancashire. Mar. 1. *Trustees*, J. Lees, Brewer, Tonge; T. Park, Wine and Spirit Merchant, Preston. *Sol.* Ascroft, Curzon-st., Oldham.

FRIDAY, *April* 9, 1858.

ANDREWS, ROBERT REEVE, Corn Dealer, Braintree, Essex. Mar. 18. *Trustees*, J. B. Rickards, Merchant, Maldon; T. Raven, Brewer, Wethersfield. Creditors to execute before June 19. *Sols.* Craig & Rankin, Braintree.

ARCHER, RICHARD CHARLES, Baker, Farnborough rd., Farnborough, Southampton. Mar. 31. *Trustees*, W. Simmonds, Miller, Farnham, Surrey; W. Kingham, Grocer, Farnham. *Sols.* Nichols & Potter, Farnham.

BULMER, JAMMISON, & EDWIN WILSON, Woollen Drapers, Leeds. Mar. 29. *Trustees*, T. M. Atkinson, & J. Gibb, Merchants, Manchester; J. Whitaker, Merchant, Huddersfield. Creditors to execute before June 30. *Sols.* Bond & Barwick, Leeds.

COOKE, GEORGE, Gent., Northampton. Feb. 10. *Trustees*, A. Lovell, Farmer, Mears Ashby, Northampton; G. Mayor, Draper, Buckingham; R. Mayor, Grocer, Northampton. Creditors to execute before April 1. *Sol.* Fell, Northampton.

HALEY, JONAS, & THOMAS HALEY, Machine Makers, Dewsbury, Yorkshire. Mar. 24. *Trustees*, L. A. Shepherd & W. Bagshaw, Ironfounders, Dewsbury; S. Ingham, Timber Merchant, Leeds. *Sols.* Schules & Son, Dewsbury.

NOONAN, PETER, Bookseller, Liverpool. Mar. 19. *Trustee*, M. Carmichael, Accountant, 20 Prescot-st., Liverpool. Creditors to execute before May 20. *Sol.* Teebay, 22 North John-st., Liverpool.

NORTH, CHARLES, Draper, Worthing. Mar. 20. *Trustees*, J. T. Stuttard, Warehouseman, Wood-st.; R. Milburn, Warehouseman, Newgate-st. *Sols.* Mason & Sturt, Gresham-st.

OKELL, PETER, Licensed Victualler, Salford, Lancashire, Mar. 19. *Trustee*, J. Williamson, Wine and Spirit Merchant, Liverpool, residing at Whitefield House, Warbrick Moor, Walton. Creditors to execute before May 20. *Sol.* Teebay, 22 North John-st., Liverpool.

PAINE, SAMUEL, Innkeeper, Leicester. Mar. 22. *Trustees*, J. Sheffield, Gent., Leicester; W. West, Fishmonger, Leicester. Creditors to execute before May 23. *Sol.* Hawker, Leicester.

PAYNE, JAMES, Currier, Castle-st., Northampton. Mar. 25. *Trustees*, W. F. Patient, Leather Merchant, Bermondsey New-rd.; C. Cooke, Butcher, Northampton. *Sol.* Dennis, Northampton.

HURDLE, EDWIN, Miller, Keynston Mills, Dorset. *Trustees*, J. Talbot, Draper, Weymouth, and Melcombe Regis; T. E. Dowden, Farmer, Roke Farm, Bere Regis. Creditors to execute before June 12. *Sols.* Mantield & Andrews, Dorchester.

HURDLE, HENRY, Grocer, Yeovil, Somersetshire. Mar. 15. *Trustee*, J. Hartley, Wholesale Tea Dealer, Dorchester; H. Hardle, Cheese Dealer, Yeovil. Creditors to execute before April 20. *Sol.* Watts, Yeovil.

RUDDOCK, WILLIAM, Tea, Coffee, and Spice Merchant, Bristol. Mar. 10. *Trustee*, H. W. Peek, Merchant, 20 Eastcheap; A. Stealns, Tea Merchant, 14 Little Tower-st.; S. Bennett, Tea Merchant, Bath. Creditors to execute before May 11. *Sols.* Henderson, 50 Broad-st., Bristol; or Lawrence, 12 Bread-st., Cheapside.

SOLOMON, HENRY, Clothier, Hastings. Mar. 25. *Trustees*, T. E. Smith, Wholesale Clothier, Houndsditch; J. Howell, Builder, Hastings. *Sol.* Spyer, 30 Broad-st.-bldgs.

Creditors under Estates in Chancery.

Friday, *April* 2, 1858.

Bellenger, William Hobday, Sugar Broker, late of Beaumont-sq., Mile-end (who died in , 1857). Re Bellenger's estate, Gale *v.* Prentice, M. R. *Last Day for Proof*, April 29.

Bond, William, Contractor, Ashton-upon-Ribble, Lancashire (who died in Jan., 1858). Re Bond's estate, Slack *v.* Haydock, V. C. Stuart. *Last Day for Proof*, May 4.

De la Motte, Peter, Gent., Weymouth, Dorsetshire, and of the Parish of St. Bartholomew, Oxfordshire (who died in Feb., 1814). De la Motte *v.* De la Motte, M. R. *Last Day for Proof*, April 26.

Hall, Richard, Yeoman, Ridge, Habergham Eaves, Lancashire (who died in April, 1851). Hartley *v.* Aspden, V. C. Stuart. *Last Day for Proof*, April 19.

Hutchinson, James, Gent., late of Leeds, Yorkshire (who died in Mar., 1857). Brooksbank *v.* Mann, V. C. Stuart. *Last Day for Proof*, May 3.

Inchley, Ann, Widow, Loughborough, Leicestershire (who died in July, 1838). Re Inchley's estate, Inchley *v.* Ward, V. C. Stuart. *Last Day for Proof*, April 24.

Robins, James, Surgeon, Rugby, Warwickshire, and of Heaton House, in Leek, Staffordshire (who died in July, 1846). Young *v.* Richardson, M. R. *Last Day for Proof*, April 26.

Robinson, George, Richmond, Surrey (who died in Mar., 1852). Emerson *v.* Mason, Emerson *v.* Pearce, V. C. Wood. *Last day for Proof*, April 26.

Rudland, Jones, Esq., Cavendish-crescent, Bath, late a Lieut. in 10th Foot (who died in Sept., 1858). Bartrum *v.* Rudland, and Rudland *v.* Bartrum, V. C. Wood. *Last Day for Proof*, April 17.

Smith, William Wiltshire, Kentish Town, Middlesex (who died on Aug. 15, 1856). Re Smith's Estate, Smith *v.* Vizard, V. C. Stuart. *Last Day for Proof*, May 4.

Wickings, Lydia, Widow, 1 Barnsbury-pl., St. Mary, Islington (who died on Nov. 20, 1856). Dowling *v.* Wickings, V. C. Stuart. *Last Day for Proof*, April 23.

Windsor, Mary, Spinster, Turnham-green, Middlesex (who died in Feb., 1841). Re Windsor's Estate, Bedford *v.* Bedford, V. C. Stuart. *Last Day for Proof*, May 3.

Tuesday, *April* 6, 1858.

Greenwood, Thomas, Carpenter, Ashford-st., Hoxton, Middlesex (who died in Feb., 1855). Greenwood *v.* Greenwood, M. R. *Last Day for Proof*, April 29.

Simpson, William, Gent., Southam, Warwickshire (who died in Jan., 1854). Davidson *v.* Brothers, M. R. *Last Day for Proof*, May 1.

Winkworth, Frederick, Gent., Enton, Godalming, Surrey (who died in June, 1838). Sparkes *v.* Winkworth, V. C. Wood. *Last Day for Proof*, April 17.

Friday, *April* 9, 1858.

Moxon & Wood, Merchants, Bahia, South America, and John Dowell Moxon, Merchant, Bahia and Liverpool, surviving partner of that firm. Moxon *v.* Taylor, V. C. Wood. *Last Day for Proof*, July 1, for persons who were their creditors on Mar. 28, 1828.

Winding-up of Joint Stock Companies.

Friday, *April* 2, 1858.

Unlimited, in Chancery.

East Dean Coal and Iron Mining Company.—V. C. Kindersley doth order this Company to be absolutely dissolved, as from Mar. 27, and wound up, and the costs of the petitioner to be paid out of the estate.

Kent Zoological and Botanical Gardens Company, commonly called The Rosherville Gardens Company.—Creditors to come in and prove their debts at Chambers of V. C. Wood.

Lake Bathurst Australasian Gold Mining Company.—V. C. Wood will proceed, on April 29, at 1, at his Chambers, to settle Class A of the list of contributories, being the Directors or Members of the Committee of Management.

League Bread Company.—The Creditors of this Company are required to meet before V. C. Wood, on April 13, at 12, at his Chambers, to appoint one or more person or persons to represent all the creditors in the proceedings before him.

Liberal Permanent Benefit Building Society, sometimes called the Liberal Permanent Freehold Land Society.—A Petition for the winding up of this Society was, on Mar. 30, presented to the Lord Chancellor by Joseph Eglese, which will be heard before V. C. Kindersley, on April 16. *Sols. for Petitioner*, E. J. Sydney & Son, 46 Finsbury-circus.

Timber Preserving Company.—V. C. Wood will proceed, on April 27, at 12, at his Chambers, to settle the list of contributories.

Welsh Potosi Lead and Copper Mining Company.—V. C. Kindersley, on Mar. 9, appointed Mr. William Whitmore, 2 Basinghall-st., Official Manager.

Wilan's Steam Fuel Company.—The Master of the Rolls will, at his Chambers, on April 19, at 12, appoint an Official Manager.

Tuesday, *April* 6, 1858.

Unlimited, in Chancery.

Welsh Potosi Lead and Copper Mining Company.—V. C. Kindersley will proceed, on April 20, at 2, at his Chambers, to settle the list of contributories of this Company.

Limited, in Bankruptcy.

Leicester Spinning Company (limited).—All parties claiming to be creditors of this Company are to present and prove their claims on April 20, at 10, at the Court of Bankruptcy, Nottingham, before Mr. Commissioner Balguy, when they may appoint an Official Liquidator to act with Official Liquidator Harris, Middle-pavement, Nottingham.

West Ham Distillery Company (limited).—Mr. Com. Fane has appointed a sitting to be holden at the Court of Bankruptcy, Basinghall-st., on April 12, at 11.30, for proofs of debts.

Friday, *April* 9, 1858.

Limited, in Bankruptcy.

West Ham Distillery Company (limited).—Mr. Com. Fane has appointed a sitting at the Court of Bankruptcy, Basinghall-st., on April 12, at 11.30, for proof of debts.

Scotch Sequestrations.

Friday, *April* 2, 1858.

Douglas, John, & Thomas Napier Douglas, Watch Makers and Jewellers, Greenock. April 6, at 12; White Hart-inn, Greenock. *Seq.* Mar. 27.

Dykes, James, Andrew Dykes, & John Morton, Warehousemen, Glasgow. April 9, at 12: Procurators'-hall, St. George's-pl., Glasgow.

Galt, James, Farmer, Whiteshaw, Carluke. April 7, at 1; Clydesdale-hotel, Lanark. *Seq.* Mar. 29.

Manson, David Davidson, M.D., Farmer and Cattle Dealer, Spynie, Elgin. April 6, at 12; Gordon Arms-hotel, Elgin. *Seq.* Mar. 30.

Rust, David, Clothier, Aberdeen. April 10, at 2; Lemon Tree-tavern, Aberdeen. *Seq.* Mar. 30.

Stewart, James, Hotel Keeper, White Hart-hotel, Arbroath. April 9, at 1; White Hart-hotel, Arbroath. *Seq.* Mar. 31.

Tuesday, *April* 6, 1858.

Banks, John Martin, Auctioneer, Dundee. April 12, at 1; British-hotel, Dundee. *Seq.* Mar. 30.

Gardiner, Andrew, Farmer, Foulsykes, Cambusnethan, Lanarkshire. April 10, at 11; King's Arms-inn (Dick's), Hamilton. *Seq.* Mar. 31.

Hamilton, Robert, Grocer, Stonehouse, Lanarkshire. April 15, at 12; Bruce Arms-inn (Walker's), Townhead-st., Hamilton. *Seq.* April 5.

Jack, Robert, Tin Plate Worker, Glasgow. April 13, at 12; Faculty-hall, St. George's-pl., Glasgow. *Seq.* April 1.

M'Laren, Laurence, Plumber and Lead Merchant, Stirling (Lochhead & M'Laren). April 14, at 1; Golden Lion-hotel, Stirling. *Seq.* Mar. 31.

Morrison, John, Painter, Perth. April 12, at 11; Solicitors' Library, County-bldgs., Perth. *Seq.* Mar. 31.

Ross, Robert, Farmer, Broadmire, Premnay, Aberdeenshire. April 16, at 12; Royal-hotel, Union-st., Aberdeen. *Seq.* April 3.

White, Alexander, & William Fairweather, Silk Mercers, Aberdeen. April 13, at 12; Douglas-hotel, Aberdeen. *Seq.* April 3.

Wilkie, Duncan, Farmer, Howden, Ancrum, Roxburghshire. April 13, at 2; Spread Eagle-hotel, Jedburgh. *Seq.* April 1.

Young, Archibald, Merchant, Leith, deceased. April 12, at 2; Cay & Black's-rooms, 65 George-st., Edinburgh. *Seq.* Mar. 31.

Friday, *April* 9, 1858.

Baxter, David William, Baker, Dundee. April 13, at 1; British-hotel, Dundee. *Seq.* April 1.

Black, James (Black & Son), Machine Maker, Kilmarnock. April 14, at 12; Black Bull-inn, Kilmarnock. *Seq.* April 2.

Copland, Robert (Copland & Co.), Shipbroker, Dundee. April 19, at 12; British-hotel, Dundee. *Seq.* April 7.

Glen, Alexander Burns, & Hector M'Lennan (A. B. Glen & Co.), Cap Manufacturers, Glasgow. April 16, at 12; Procurators'-hall, St. George's-pl., Glasgow, *Seq.* April 5.

Mustard, Robert, Clothier, Aberdeen. April 17, at 2; Lemon Tree-tavern, Aberdeen. *Seq.* April 6.

Wilson, John, & James Cargill Guthrie, Music Sellers, Dundee. April 20, at 1; Royal-hotel, Dundee. *Seq.* April 6.

Young, James, Coal Master, Bourtrie-hill, near Dreghorn, Ayrshire, residing in Irvine, and Partner of the concern of Young and Black, Coal Masters, Bourtriehill. April 16, at 4; King's Arms-inn, High-st., Ayr. *Seq.* April 6.

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THE SOLICITORS' JOURNAL.

LONDON, APRIL 17, 1858.

THE LAW OF LIBEL.

Although Lord Campbell has not succeeded in altering the law of libel, he will have done some service by making it better understood. The discussion in the House of Lords on Tuesday night, or even the abridgment of it contained in our own columns, will furnish the student with a clear idea of the leading principles of the law of spoken and written slander, and useful knowledge will be thus acquired in a less laborious manner than by studying the pages of an orthodox legal writer. The subject of this debate was so interesting to the daily newspapers, that they have furnished us with reports of special accuracy and fulness. We have not to lament, as is not unfrequently the case, that legal discussions of great professional importance have been misunderstood or slurred over as too technical for unlearned readers. It is, however, very certain that, in recent debates of the House of Lords, many branches of our law have been excellently illustrated in speeches which nevertheless were not deemed worthy of a full report. If it were practicable to obtain a complete record of these expositions of legal doctrines by lawyers of the highest eminence, we could scarcely recommend any formal treatise with greater confidence. One caution it would be necessary to give—that these were reports, not of judgments, but of conversations; and that the anxious deliberation and grave sense of responsibility proper to the judicial seat, must not be assumed as invariably characterising the legislative exercitations of noble and learned lords.

It will be remembered that Lord Campbell's activity in this matter was occasioned by the trial of the case of *Davison* v. *Duncan*, which was thought by him and others to have proved the hardship of the existing law. That case was argued in the Court of Queen's Bench upon a demurrer, and the legal principle which governed it was clearly laid down by Lord Campbell himself, with the approbation of almost every lawyer; and, in fact, it was never seriously questioned, except in some hasty articles of the daily press. The Lord Chief Justice at the head of his own court is one of the soundest expositors of our law. It was a hardy undertaking for any newspaper to dispute his judicial doctrine, and the attempt was soon abandoned for one more hopeful. Instead of asserting, against the authority of Lord Campbell, that the law was not as he had laid it down, it was wiser to contend, with the countenance and support of that learned person, that it was expedient to change the law. The movement thus commenced ended on Tuesday night in the rejection of Lord Campbell's Bill and the disappointment of those journalists who demanded a relaxation of existing rules and penalties.

We expressed, about a year ago, our own opinion that the law of libel would very well bear to be let alone, and we are confirmed in this opinion by the report of the select committee, and by the final discussion in the House of Lords. Lord Campbell produced his measure as the result of full deliberation, and of the exercise of his great experience and legal skill. Yet, after the searching criticism of Lord Lyndhurst, it will scarcely be pretended that the Bill deserved to pass into a law. Those persons who are convinced by the powerful argument of Lord Lyndhurst of the soundness of the principle which he supported, will find it comparatively an easy task to embody that principle in a statute. But embarrassments on every side await the more moderate innovators, who seek to devise some compromise between the demand of the press for entire liberty, and the restrictions under which it has discharged, and must, as it now appears, continue to discharge its functions. Lord Lyndhurst would propose to abolish the distinction between oral and written slander. He considers that if a man goes to a public meeting, and, knowing well that his words will be taken down by a reporter, and published, deliberately utters calumny, the delivery of such a speech should be subjected to the same penalties as the law imposes upon the publication in writing of the same slander by the author of it. The extreme advocates of the press would go much further, and exonerate the journal in which such slander should be reported from all responsibility to the injured party. It does not clearly appear, from Lord Lyndhurst's language, whether he would substitute the liability of the speaker for that of the newspaper, or would leave to the complainant the alternative of proceeding against either. As regards debates in Parliament, we rather infer from the strong opinion expressed by Lord Lyndhurst of the injustice of the existing rule that he would adopt the first clause of Lord Campbell's Bill, and absolve journalists from all penalties for their reports. But even the adoption of this simple principle would be impeded by a difficulty suggested by the Lord Chancellor. Is the journalist to plead that he has given a faithful report of the debate, and, if so, how is he to prove his plea? We do not see how this is to be done without such an examination before a court of law into the proceedings of the House as would be inconsistent with the privilege of Parliament. It is not likely that the House of Commons, out of tenderness for the press, would consent to this assumption of authority by tribunals with which it has sometimes been in open conflict, and which it has usually regarded with extreme jealousy. Then, again, as regards speeches delivered elsewhere than in Parliament, the assimilation of the law respecting spoken and written slander would necessarily operate to restrict that freedom of speech which, if not essential to the liberties, does undoubtedly contribute much to the comfort and serenity of mind, of Englishmen. The stability of many institutions, and the privileges of many classes, would be in danger if those who now endure were to be abridged of their license of abusing them. We admire the eloquence with which Lord Lyndhurst urged this point, and we admit that it would be difficult to answer him; but we believe that his proposal is inexpedient, and we are perfectly satisfied that it is impracticable.

The second clause of Lord Campbell's Bill provided that in an action for libel it should be competent to the defendant to plead that the alleged libel was a faithful report of the proceedings of a public meeting, lawfully assembled for a lawful purpose, and that the plaintiff had sustained no loss or damage by the publication of the alleged libel. The third and last clause specified four varieties of meetings, which were to be held by the Courts to be "public meetings, lawfully assembled

for a lawful purpose," and it was this unlucky attempt at legislative precision which provoked the satire of Lord Lyndhurst. He said that, in endeavouring to make a catalogue of cases unprovided for, he had reached the number of 104 instances. Englishmen meet in public for so many and such various purposes, that it would be a very bold thing to undertake to enumerate them all. Perhaps the attempt to do so is one of the most remarkable of the many curious experiments of which our statute-book has been made the unhappy subject. But if the third clause fails in specifying the particular objects of the enactment, we must fall back upon the second clause for a general definition that shall embrace them all. What is and what is not "a public meeting lawfully assembled for a lawful purpose?" Is this the sort of phrase that is likely to stand the test of litigation upon every word of it? What a goodly cluster of decisions would have accumulated upon this clause before its judicial exposition could be regarded as completely settled! The ingenuity of our common lawyers, violently despoiled of its own peculiar province of special pleading, has been reduced of late years to make Acts of Parliament its chief sporting ground. We think that a much more skilful definition than Lord Campbell's would fare indifferently well under the subtle criticism which it must provoke. But still some limit must be set to the privilege of printing and publishing whatever any body may think fit to speak. Lord Campbell himself would feel most strongly the necessity of a restriction, which nevertheless it would be almost impossible to embody satisfactorily in words. And, further, what is meant by pleading that the plaintiff has sustained "no loss or damage" by the libel? We think the Lord Chancellor's construction, that it must mean pecuniary loss only, was scarcely fair to the author of the Bill, nor was the opportunity a good one for declaiming upon the value of reputation. Lord Chelmsford, it would seem, has not yet had quite time enough to forget how to address a jury. But did Lord Campbell mean that the defendant was to prove that the alleged libel was true, and therefore that there was no damage? If so, his remedy would have fallen very far short of satisfying the demands it professed to meet. The claim of the journals who are active in this matter is, that a faithful report of words spoken on a public occasion should be protected, whether the libellous matter complained of be true or false.

It sufficiently appears, from the evidence taken by the select committee, that the grievance of the witnesses has not been very severely felt. The business of journalism, under the present system, can only be carried on by men of character and caution and ability; and such men will not give their services unless they are adequately remunerated. Herein is found some guarantee for the respectability of the English press, and we think that this is a good reason for maintaining the existing law; and, further, we are convinced, by Lord Campbell's failure, that the framing of a new law would be no easy task.

TRIBUNALS OF COMMERCE.

During the last few years, when Law Reform has become a fashionable topic, nothing has been a greater puzzle to people who take any interest in the subject than what are called tribunals of commerce. Everybody who attempts to describe what jurisdiction it is desirable to assign to these tribunals, or what objects they are intended to effect, appears to entertain such indistinct notions upon the matter, and there is so little agreement among their advocates when they come to details, that few people have any idea what a tribunal of commerce really means. In all popular movements, however, a good cry is half the battle, and in this case it cannot be denied that the name is a taking one. Moreover, it has been made the text for saying a great deal about people settling their own disputes, freeing commerce from the shackles of legal technicalities, the introduction of the lay element, and therefore of common sense, into commercial litigation, and various other matters of an equally catching and stimulating nature. It is, therefore, not surprising that every now and then the topic revives, and is discussed as zealously as if it had never been discussed before. It is nothing to the purpose to urge that all that can be said about it has been already said, in every shape and form, in every chamber of commerce in the kingdom, and at all the "conferences" for law amendment which have been held within the legal memory of Lord Brougham himself. To members of Parliament in search of a grievance, or anxious for the reputation of law reformers, the subject is as good, perhaps, as any other left by the progress of reform, if we except bankrupcy, which would require greater application of mind than most persons would care to bestow for the public good, and the registration of titles to land, which is pretty well appropriated, and besides is at this moment in abeyance.

Assuming that Mr. Ayrton is correct in his account of the French tribunals of commerce, they are nothing more than a special jury of merchants, presided over by a lawyer nominated by the Crown, and having jurisdiction in all cases "arising out of commercial transactions." The proceedings are described as "very summary;" and we are informed that a case is always decided upon its "broad merits." Wherever a claim exceeds £60, there is the right of appeal to the superior courts of the country. Tribunals such as these may be vastly superior—for anything we can assert to the contrary—to our county courts. But if they are, it can only be on account of their designation; for in their nature and functions we see little to distinguish them, even in respect of their very summary jurisdiction, and their affection for nothing beyond the broad merits of any case which comes before them. Almost the only difference is, that the question might often arise before a commercial court, whether the litigation had really arisen out of commercial transactions, whereas such an inquiry, fortunately, is unnecessary in our county courts. Unless we accept Adam Smith's definition of man, and regard him merely as a bartering animal—in which case every transaction in the life of every man would be within the jurisdiction of these new tribunals—it would be by no means easy to trace the boundaries of the category. But supposing for a moment that we had got over the difficulty of defining the subject matter within the jurisdiction of these commercial courts, a greater difficulty would remain as to the parties who might sue and be sued there. If a West-end dandy thinks it right to dispute the amount of his tailor's bill, that may be a very fair ground for his creditor summoning him to the county court; but is it any reason why the jury should consist of merchant-tailors? Many persons not engaged in trade have frequent dealings with those who are, but if any difference should arise between them in respect of such "commercial transactions," why should it be adjudicated upon by a tribunal composed of tradesmen, any more than by one composed of persons not engaged in trade? Until something like an answer is given to these queries, we are, for our parts, disposed to hold to the opinion that these new tribunals would not be an improvement upon those that already exist in this country. We say nothing about what may be supposed to be the impolicy of multiplying the number of special courts, and exceptional jurisdictions; though we believe that much that would be very pertinent and useful might be suggested on this part of the subject. While so much is being written and talked about the fusion of law and equity, the codification of our laws, and the simplification of procedure in our courts, it is certainly a bold measure to propose the introduction of a novel element of confusion among already conflicting jurisdictions, and the establishment of an indefinite number of new tribunals, presided over by an equally indefinite number of lawyers,

of whom it could hardly be predicated that they possessed any peculiar legal aptitude for their offices. It may be said that such tribunals would be found quite as useful without the superintendence or intermeddling of lawyers, either as judges or advocates. We have read speeches in which some telling hits were made, by graphic descriptions of the honour and intelligence of English merchants, as contrasted with the selfish subtlety and tiresome technicality of lawyers. But granting all this, and as much more of the same kind of argument as any one can have the conscience to ask of us, if in these new courts there is to be an appeal to a court of law in every case of any importance—as there assuredly would be, if allowed, in nine such cases out of every ten—where would be, the particular advantage to the suitors? It can hardly be pretended that the off-hand opinion on the "broad merits," even of a court of honourable and intelligent English merchants, would be worth the trouble of an ineffectual preliminary trial; or that it would throw much light on the case when it came before one of the superior courts.

The supposed success of the French tribunals of commerce is generally adduced as an argument for introducing the system here. It ought, therefore, to be known that besides the right of appeal which exists in France where the claim is over 1,500 francs, an appeal may be brought in every case of fraud, or where the jurisdiction is questioned. There is, also, an almost unlimited power in these mercantile judges to remit questions of law to the ordinary courts, accounts to arbitrators, and matters of a technical nature to what we should call experts; while in no case can the successful party—no matter how much in the wrong his opponent may have been—obtain any costs to which he may have been put for professional advice or assistance. We have been at some pains to ascertain the peculiar attractions of such a system of judicature as this, but are unable in this matter to come to the conclusion—not unfrequently proclaimed of late—that they do these things better in France.

We admit, however, that what Mr. Holland of Liverpool, at the Mercantile Law Conference of last year, modestly described as "local courts with plenary jurisdiction and compulsory powers," might be free from many of the objections at which we have glanced. There is an old maxim of our law which favours the putting an end to litigation. With such tribunals as those suggested by Mr. Holland, whose decisions would be uninfluenced by written or unwritten law, or anything else than mercantile notions of right and wrong—there being no appeal upon the ground of want of jurisdiction, or upon any other ground—and whatever besides is comprehended in Mr. Holland's notion of "compulsory powers"—we are disposed to think that ere long there would be an end of all litigation, at all events before these commercial courts.

In justice to the Liverpool Chamber of Commerce, it ought to be mentioned that they do not altogether deny the danger of commercial judges mistaking the law. Indeed, admitting the possibility of such an occurrence happening, they prudently suggest the appointment of a lawyer to act as "assessor of the Court; in point of fact"—as they add, with a due sense of their own dignity, worthy of the judicial office to which they aspire—"to fulfil much the same functions therein as the magistrate's clerk performs to the bench of magistrates." The illustration is ingenious, and may help to make converts to the proposed scheme amongst admirers of our administration of law by country justices of the peace.

Legal News.

TRIAL OF SIMON BERNARD.

The following points will be reserved for the opinion of the fifteen judges:—

1. That the prisoner is not one of her Majesty's subjects within the meaning of the 9th Geo. 4, c. 31, s. 7, which is the Act that gives jurisdiction to hold the special commission.

2. That the prisoner was not an accessory before the fact to any murder within the meaning of the aforesaid statute.

3. That there is no proof of any murder having been committed within the meaning of that statute.

4. That the murder to which the prisoner is charged by indictment to have been accessory before the fact is proved to have been committed by aliens upon an alien within the kingdom of France, and not by any of her Majesty's subjects, or upon any of her Majesty's subjects.

5. That no evidence of any act done by the prisoner on land out of the United Kingdom and without the Queen's dominions, or of any act done by any person in pursuance of any authority from him on land out of the United Kingdom and without the Queen's dominions, was properly receivable in evidence on this trial.

6. That the principal offence of murder charged in the first three counts is not alleged to have been committed by any of her Majesty's subjects.

7. That by the special commission the Court is only authorised to inquire into and to try the prisoner on the charge of being an accessory before the fact to a murder committed by Orsini and others upon Nicholas Battie and a person name unknown, and that it has no jurisdiction to try the prisoner on the charge of wilful murder as principal.

8. That the fourth and fifth counts, which charge the prisoner as a principal, set forth that the alleged murder was committed in Paris out of the Queen's dominions, and that the prisoner, being an alien, cannot be tried as a principal for an offence so committed.

An article of *The Saturday Review*, of the 3rd inst., contained an interesting discussion of some of the questions raised above. We subjoin the greater portion of this article.

The Law of Bernard's Case.

It may be interesting to our readers to be informed of the nature of the legal questions which Bernard's trial will involve. It is understood that two charges will be made against him—one of felony, under the 9 Geo. 4, c. 31, s. 7; and one of conspiracy, at common law. The material part of the statute of George 4 is in these words:—"If any of his Majesty's subjects shall be charged in England with any murder or manslaughter . . . . or with being accessory before the fact to any murder, or after the fact to any murder or manslaughter, the same being respectively committed on land out of the United Kingdom, whether within the king's dominions or without, it shall be lawful" for any justice of the peace to commit, and for a special commission under the Great Seal to try, him in the same manner as if the offence had been committed in the place of trial appointed in the commission. In order to bring Bernard under this statute, it will be necessary to prove that a murder has been committed on land out of the United Kingdom, and that he, being one of her Majesty's subjects, was accessory before the fact to that murder. A question may also be raised as to whether the phrase "the same being respectively committed" refers simply to the words "murder or manslaughter," or whether it includes the words "being accessory before the fact"—whether, that is, a man who, being in this country, was accessory before the fact to a murder perpetrated abroad falls under the Act, or whether it applies only to those who, in foreign countries, were accessory before the fact to murders committed in foreign countries. If it should appear that no murder has been committed at all, or that the latter interpretation of the statute is the true one, Bernard must clearly be acquitted, for a man cannot be an accessory to what is not a crime; and whatever crime Bernard may have committed was indisputably committed in this country. First, then, if one Frenchman assassinates another Frenchman in France, is that, under any circumstances, what English law would call murder? We think not. The word "murder" is a term of art—so much so that an indictment which did not employ it would be void (4 Ste. Com. 429-31); and the reason is, that it is defined by our laws in a most scrupulous, and, as we have frequently pointed out in this journal, in a most absurd and fantastic manner. An act committed by foreigners, which, between English subjects, would be murder, is an act for which English law has no technical name, and of which it can take no notice. This was expressly affirmed by a recent solemn decision of the Court of Criminal Appeal in the case of *Reg.* v. *Lewis* (1 Cr. Ca. Res. 182). . . . . .

Once more, it is part of the definition of murder that the crime should be committed on a person under the *king's peace* (3rd Inst. 47); and in *R.* v. *Sawyer* (Russ. & R., C. C., 295—

more fully reported in 2 C. & K. 113) where an Englishman was tried under an Act of Henry 8, for shooting an Englishwoman at Lisbon, it is said that "the judges held that the offence was triable here, though committed in a foreign kingdom, the prisoner and the deceased being both subjects of this realm at the time it was committed." It was held that the allegation in the indictment, that the murdered woman was in the king's peace, implied that she was at the time a subject, and that the allegation that the crime was against the king's peace, implied the same of her murderer sufficiently to enable the Court to say, from the record alone, that an offence had been committed by and against a subject of the king of England—an element which is assumed throughout the case to be essential to the crime of murder. It is perfectly manifest that neither Orsini nor his victims were within the king's peace, so that this element of the definition of murder is clearly absent in their case.

Upon these grounds, we are inclined to think that, however atrocious the affair of the Rue Lepelletier may have been in a moral point of view, it would be an abuse of language to describe it as having been, in the technical sense of the word, a murder. Two arguments, however, have been adduced on the other side of the question, each of which merits attention. The first is, that the extradition treaties recognise, as such, crimes committed by foreigners in foreign countries. It is said that, if it is lawful for an English magistrate to inquire whether a man has committed murder in France, and to deliver him up to the French Government if it should appear that he has, it is impossible to deny that acts done in France between Frenchmen may be murders. The answer to this is, that in the Act which embodies the extradition treaty (6 & 7 Vict. c. 75, s. 1) the word murder is not used in its technical sense, and this is proved by the fact that in the enacting section the following sentence occurs:—"The crime of murder (comprehending the crimes described by the French Penal Code by the terms assassination, parricide, infanticide and poisoning.") It is thus obvious that the true meaning of the extradition treaty is, that, for the particular purpose of delivering up an accused person, the law of the country demanding him is incorporated with that of the country from which he is demanded. This is clearly the common sense view of the matter, for the contrary doctrine would involve the absurdity that in certain cases we could obtain the extradition of a person from France whom we could not punish when we had got him. This would arise whenever their definition of a crime was larger than ours. For example, by the 591st article of the *Code de Commerce*, any bankrupt "qui aura detourné ou dissimulé une partie de son actif" shall be declared a fraudulent bankrupt. By the 251st section of our Bankruptcy Act, the concealment or embezzlement must be to the value of £10. If a man had concealed £5, and gone to France, we could on this construction of the treaty have him arrested and brought over to England, though he had committed no crime whatever against English law.

The second argument is founded on the case of *Reg.* v. *Azzopardi* (1 C. & K. 204), in which it was held that an English subject killing a Turkish woman in Syria might be tried and hung in England; and this proves (it is said), that in order to make a killing murder, it is not necessary that the person killed should be in the Queen's peace. The case, it must be owned, is a strong one, but the report of it is short, and the argument seems to have been shorter; nor does it appear clear whether or not the man was hung. It is, however, to be observed, that it is extremely difficult to reconcile the decision either with the case of *R.* v. *Sawyer* referred to above, or with the later case of *R.* v. *Lewis*. If it is to be upheld at all, it must, we think, be put on the ground, that, *as against English subjects*, every one, foreigner or native, is entitled to the protection of the Queen, and may so far be said to be within the Queen's peace; whilst, as regards the murderer, he carries about with him his responsibility to the law wherever he goes. Clearly, however, its principle cannot be extended; and in itself it proves no more than that if an Englishman kills a foreigner abroad, he may be tried for it here. It throws no light whatever on the legal character of the killing of one foreigner by another in a foreign country.

Apart from the question whether the crime of the 14th January was in strictness of law a murder, it is extremely doubtful whether the statute to which we have referred would apply to the case of a person who was in England an accessory before the fact to its perpetration. In order to understand this fully, it is necessary to know the nature of the law as it stood before the Act of Geo. 4. . . . . .

This enactment must clearly be taken as supplying the gap created by the repeal of 33 Hen. 8, c. 23. It gives to justices of the peace powers formerly confined to the Privy Council; and it embodies in one section the provisions of 33 Hen. 8, c. 23, and 43 Geo. 3, c. 113—that is, it provides for the trial and punishment of any subject of the British Crown who, being abroad on land, shall commit murder, or shall be accessory before or after the fact to a murder. It has been said that the words "his Majesty's subjects" would apply to an alien living in England; and so, no doubt, they would, if it were not clear that the whole section refers to his Majesty's subjects living out of England, and that it was enacted in the place of the looser language of preceding statutes, intended in their time to remedy an obvious and patent defect in the law. If the words bore the larger interpretation, it is impossible to resist the conclusion that any person who had ever committed murder in any part of the world might be tried on his arrival in England. This was confessedly not so under the old law, when the larger words were used. How can it be so when the words of the law are more restricted? To say nothing of the other absurdities which such a construction would entail, it would neutralise all our extradition treaties. Suppose Orsini had escaped to England, and the French had demanded him. He might, by a friendly prosecutor, have been charged at Bow-street with murder in Paris, and our Government would, according to this view, have been entitled to say to the French, this man, being in England and owing us temporary allegiance, is "one of her Majesty's subjects charged in England with a murder committed in France, therefore it is lawful for" Mr. Jardine, being "a justice of the peace, to take cognizance of the offence," and we mean to try him before a special commission at the Old Bailey. If Orsini's crime was murder at all, there would be no necessity to appeal to the 9 Geo. 4, c. 31, to try Bernard, inasmuch as by the 11 & 12 Vict. c. 46, s. 1 (and see 7 Geo. 4, c. 64, s. 9), it is a substantive felony to be accessory before the fact to a felony; but the other statute has been so pointedly referred to, that we have thought it desirable to consider its effect.

For these reasons, we do not think that, whatever the evidence may be, it will be possible to sustain a charge of felony against any person who may have been a participator in the plot against Louis Napoleon. Upon the charge of conspiracy we think the case is different. If it can be shown that several persons in England conspired together to put another to death in Paris, there is, we think, abundant authority to show that the judges would, in all probability, hold that they were guilty of a crime in doing so. It is impossible to deny that the Court of Queen's Bench has often claimed the right to affirm, with respect to a variety of acts, that they are of such a nature that an agreement to do them between several persons would be punishable, though the act done by a single person would not. Thus, private cheating is no crime, but it is a crime to *conspire* to cheat. The case of the Directors of the British Bank is precisely in point. So, incontinence, adultery, and even incest, are no crimes; but to conspire to debauch a woman is an indictable offence, and this was not questioned in the famous case of Ford Lord Grey, who conspired with others to debauch his sister-in-law, Lady Henrietta Berkeley (9 St. Tr. 519). A conspiracy to impoverish a man in his trade (*Eccles's case*, 2 Russ. Cr. 687) is criminal. A supposed conspiracy to lower the price of the funds by false rumours was severely punished in the lamentable case of Lord Dundonald (whose innocence was afterwards clearly established); and when we couple this with the claim expressly advanced by the Court in *Curll's case* (17 Sta. Tr. 115), to act as censor morum, and with the fact that Curll's punishment was justified expressly on the ground that his conduct (selling obscene books) tended "to weaken the bonds of civil society, virtue, and morality," we can hardly doubt that the judges would hold similar language in the present day, if a man were convicted before them of so atrocious a crime as that of plotting wholesale slaughter.

Whether it is expedient, on the whole, that any judicial body should possess the power of punishing actions merely on the ground of their moral guilt, without express warrant of law for doing so, is another question. It will be a fortunate circumstance if, in this particular case, we should be able to punish a person who, if he is guilty at all, is guilty of a most atrocious and outrageous piece of wickedness; but it can hardly be denied, as a mere matter of law reform, that this part of our system needs improvement. The political bearings of the question we have often discussed elsewhere, and there is no need to refer to them again.

John Bernard Bylos, Esq., one of the Judges of her Ma-

jesty's Court of Common Pleas, received the honour of Knighthood on the 14th inst.

Recent Decisions in Chancery.

Equitable Waste—Pulling-down Mansion House—Cutting Ornamental Timber.

Morris v. *Morris*, 6 W. R. 427; *Halliwell* v. *Phillips*, Id. 408.

In our observations on the decision of the Lords Justices, in *Micklethwait* v. *Micklethwait* (5 W. R. 861),* we confined ourselves to the question, how far the existence or the contiguity of a mansion-house determined the ornamental character of trees, their Lordships having decided in that case, that, where the owner in fee of an estate with a mansion-house, about which trees had been planted for ornament, pulled down the house, having no intention of rebuilding it, a tenant for life under his will was entitled to cut down the trees. In most of the cases in which the cutting-down of timber is charged as equitable waste, the question narrows itself to this, viz. whether the trees were originally planted for the purposes of ornament; or, if that cannot be proved, whether—with whatever object they may have been planted—they were allowed to stand for such purposes? Where such an intention is proved to the satisfaction of the Court, it will not inquire whether the result is what might have been desired; in other words, whether the testator or grantor has manifested good taste in his planting, or whether what he had intended to be ornamental may not be the contrary? In judging of the intention, where there are no other local indicia, the existence of a mansion-house, and its position with regard to the trees, have always been considerations of weight, but they are not the only ones. Where there is no such aid to the Court in coming to a conclusion, the Court does condescend to become an arbiter of taste, and goes so far sometimes as to adjudicate upon the ornamental character of a number of particular trees, taking them tree by tree if necessary, upon a reference to chambers, as in *Halliwell* v. *Phillips*. Indeed, unless in cases where the intention may be obviously inferred from the position and character of the trees, it is clear that the Court cannot avoid undertaking the task of deciding the question of intention, by having regard to what it conceives to be true principles of ornamental planting, and, where they have been observed, imputing to the grantor or testator the intention of planting for ornament. The distinction then to be observed is, that where the intention is manifest it will be upheld, no matter with how little judgment or taste the attempt to carry it out has been made; but where it is to be inferred from less certain data, the Court will impute the intention only where the result seems to warrant it. At the same time, it must always necessarily consider what actually was or must be supposed to have been the intention of the testator or grantor in planting the trees in question, or in allowing them to stand; and in such an inquiry, of course the acts of the testator or grantor in relation to the trees are not to be overlooked.

Halliwell v. *Phillips* was a motion by a tenant in tail to restrain a tenant for life without impeachment of waste, from cutting certain plantations standing upon property which had been acquired by the testator by various purchases. It was argued, in support of the motion, that, as the testator had not felled the timber, he intended to have left it for ornament. *Wood*, V. C., however, was of opinion that such a presumption was unwarranted by any of the authorities. "No one would doubt," said his Honour, "that an avenue or vista was planted for ornament, and so, perhaps, as to clumps of trees. If the Court found a wood with a road or a drive through it, a temple or a seat erected, a view opened, &c., the intention of having it ornamented would be inferred; but there must be an intention of impressing an ornamental character upon the woods thus purchased at different periods," which the evidence did not show in this case. The circumstance, therefore, that a purchaser of land with trees standing thereon not having cut them down in his lifetime, is not sufficient of itself to lead to the inference that he allowed them to stand for ornament, so as to make a tenant for life chargeable for equitable waste if he cut them down.

In *Morris* v. *Morris* a tenant for life under a settlement pulled down the family mansion, and built another elsewhere on the settled property. There was evidence that the settlor had contemplated abandoning the old mansion; and the deed of settlement contained powers of sale and exchange of the estates comprised in it, including the mansion-house; for which reasons, *Stuart*, V. C., was of opinion that the tenant for life was not chargeable with equitable waste for pulling down the mansion-house.

* 1 Sol. J. 869.

Practice—Trustee Acts.

Davis v. *Chanter*, 6 W. R. 416.

In this case *Kindersley*, V. C., appointed a new trustee in place of a surviving trustee who died in 1799. It was objected by a purchaser of the trust property that the Court had not power to do so under the 32nd section of the Trustee Act, 1850, or the 9th section of the Trustee Extension Act, 1852, which were the only two sections applicable to such a case. The former section empowers the Court to make an order appointing new trustees, either in substitution for, or in addition to, any existing trustee or trustees, whenever it shall be expedient to do so, and at the same time difficult or impracticable to do so without the assistance of the Court. It was considered that there was no power to make an order, under this section, for the appointment of a new trustee where there was no existing trustee (see *In re Hazeldine*, 16 Jur. 853). It was therefore provided by the 9th section of the Extension Act, that the Court might make such an order whether there was any existing trustee or not at the time of making such order. So that now the Court in either case can appoint a new trustee "where it shall be expedient to appoint a new trustee, and it shall be found inexpedient, difficult, or impracticable, so to do without the assistance of the Court." In the present case, the Vice-Chancellor made the order on the ground that, although it would have been possible to have obtained limited administration to the deceased trustee, yet that such a course would be attended with great difficulty and some expense.

Trustee Act, 1850—Order Under Sect. 22, Vesting Right to Receive Dividends.

Re Peyton's Settlement, 6 W. R. 429.

The 22nd and 23rd sections of the Trustee Act, enable the Court under certain circumstances to make an order vesting the right to receive dividends on trust stock. The 22nd section provides for the case of a trustee being out of the jurisdiction; the 23rd for that of a trustee refusing or neglecting to act. In both of these sections the Statute empowers the Court, to vest the right to transfer the stock or to receive the dividends, without specifying whether the effect of the order is restricted to past dividends, or whether it may be made to include future dividends also. In *Re Hartnell*, 5 D. G. & Sim. 111, the question whether an order could be made under sect. 23, vesting the right to receive future dividends was decided in the negative, *Parker*, V. C., apparently considering that the object of the clause would be satisfied, by supplying the defect occasioned by the past default of the trustee, and that if the same default should occur again, a new application would be necessary. In a recent case (*Re Seton's Trusts*, V. C. W., 23rd May, 1857, mentioned in *Tripp's Forms*, p. 227), an order was made under the Trustee Act, and the Extension Act, appointing new trustees in place of two who were dead, and vesting in the new trustees the right to transfer stock and to receive past and future dividends—the direction for future dividends being intended apparently to provide for any that might accrue before the completion of the transfer of the stock. In the present case the trustee was abroad, and it was not desired to remove him, but merely to provide for the receipt of dividends during his absence, leaving the stock untransferred. It was objected on the part of the bank, that the order ought not to extend beyond dividends already accrued, and that a fresh application should be made, in case it should be hereafter rendered necessary by the continued absence of the trustee. The Master of the Rolls, however, held that the decision of *Parker*, V. C., in the 23rd clause, was not conclusive as to the 22nd, and without expressing any opinion as to that decision, made an order under sect. 22, vesting the right to receive future as well as past dividends.

Bill by Heir to set aside a Will—Issue granted on Motion.

Bonser v. *Bradshaw*, 6 W. R. 427.

An heir at law filed his bill to have a will set aside as a forgery. The heir then moved in the alternative for an issue devisavit vel non, or for liberty to proceed in ejectment. The defendant objected that the heir was not entitled to an issue on an interlocutory application, but *Stuart*, V. C., held that the case was one which must come before a jury, and made the common order for an issue, the devisee to be plaintiff.

Cases at Common Law specially Interesting to Attorneys.

Law of Evidence—Declarations of Deceased Members of the Family in Matters of Pedigree.

Gee v. *Ward*, 7 Ell. & Bl. 509.

This was an action of ejectment, in which each party sought to prove that he was the heir of one J. G., a lunatic, who died in 1854; and the investigation gave rise to an interesting question as to the law of evidence. The defendant, in support of his case, offered, in evidence, the deposition of one M. S. (a deceased member of the family), made in the course of certain proceedings in lunacy which had been taken against J. G. in 1806; and this being received under protest, the defendant obtained a verdict, and the plaintiff a rule for a new trial, on the ground of the improper reception of this deposition. It was held, however, by the Court of Queen's Bench, that such deposition came within the rule that, in cases of pedigree, there is an exception made to the common doctrine of hearsay not being admissible, and which, consequently, lets in the declarations of deceased members of the family made ante litem motam. In coming to this decision, the following conditions were recognised by the Court as those under which declarations are receivable—viz. First, They must be made by deceased members of the family, who, as such, are supposed to have had peculiar means of knowledge; and secondly, They must have been made before the arising of a dispute or controversy on the subject matter in question. In the case under discussion no doubt existed as to the fulfilment of the first of these conditions. The only question was, whether the declaration was excluded by reason of its having been made in the course of lunacy proceedings in 1806, which no doubt were connected with the same matter now in controversy, viz. the sanity of J. G. But here the effect of another rule on this subject had to be considered, viz. that the lis or controversy which, if moved before the declaration made, excludes its subsequent validity as evidence, must be on the very point which afterwards comes in question, not on some collateral point (see *Freeman* v. *Phillips*, 4 M. & S. 497, and *Berkeley Peerage Case*, 4 Camp. 409). Now, in the case under discussion, there was no dispute as to the pedigree deposed to by M. G. until the year 1854, on the death of the lunatic. In the proceedings which were had in 1806, this pedigree was taken as a fact, from the deposition of the living M. G., then sworn in due course.

The Court of Queen's Bench, in taking this distinction, have therefore, to a certain extent, narrowed the doctrine said to have been established in the *Banbury Claim of Peerage Case* (2 Sel., N. P., 755, 10th ed.), viz. that depositions in a former suit of chancery cannot be received in matters of pedigree hereafter litigated between the same parties, as declarations of deceased members of the family. It would seem to be the rule, that they are so receivable, provided the point in dispute in the chancery and in the subsequent proceedings are not identical; and the rule to this effect, which is laid down by Mr. *Phillips*, in his book upon evidence (vol. i. p. 206, 10th ed.), was expressly recognised by the Court, in the case under discussion, as being in their opinion correctly worded.

Interpleader Issue—Execution Creditor and Assignee of Bill of Sale.

Edwards v. *English*, 7 Ell. & Bl. 564.

The question in this case was, whether the execution creditor of one H., or one who claimed under a bill of sale given to secure money lent to H., was preferably entitled to certain goods seized by the sheriff. It appeared that the claimant under the bill of sale had made the advance subject to a prior bill of sale to another party, which bill not being filed as required by the statute 17 & 18 Vict. c. 36, s. 1, had been held void as against any creditor who should issue process. Accordingly, the execution creditor, who now claimed the goods, successfully avoided this previous bill; and it was now urged on his behalf, that the claimant under the *second* bill of sale (which had been duly registered) had only an equitable interest in the goods of H., subject to the interest of him whose bill of sale had not been registered. In this view, however, the Court would not concur, as they refused to hold that the existence of a prior bill of sale void against an execution creditor because not registered, had the effect of defeating all subsequent bills of sale, though properly registered. The fact of the claimant under a second bill of sale not having a strict legal right to the property of H. until the first lender was paid off, by no means showed that the property comprised in such bill of sale was liable to be seized in execution as belonging to H. The principle on which this case proceeded was established long ago in *Carne* v. *Brice* (7 Mee. & W. 183), and more recently in *Gadsden* v. *Barrow* (9 Exch. 514); viz. that different bills of sale comprising the same property are good according to their dates and respective validity, as against an execution creditor of the original owner of the property. In those cases, it is true, the issue was somewhat differently framed; but it was held in the case under discussion, that the form of an interpleader issue was immaterial, its only object being to inform the conscience of the Court.

Breach of Warranty—Proper manner of assessing the Damages.

Simons v. *Patchett*, 7 Ell. & Bl. 568.

This is a useful addition to the somewhat slender group of decisions as to the proper mode of assessing the damages in an action for a breach of warranty. The defendant had contracted, as agent for R. & Co., to purchase of the plaintiff a steam vessel, then building, at the price of £6,000. But R. & Co. repudiated this contract, as having been made in excess of authority; of which the plaintiff had notice, but not till after he had incurred certain expenses in fitting up the ship in a particular manner, according to the directions he had received from the agent. It was now urged, on behalf of the defendant, that the value of these fittings alone were what he was responsible for; and that he was not liable to pay, in addition, the difference between the price at which the vessel was contracted to be sold, and that for which she was actually disposed of. On the other side, the doctrine which has been laid down on two separate occasions by the Court of Exchequer (in *Alder* v. *Keighley*, 15 M. & W. 117, and *Hadley* v. *Baxendale*, 9 Exch. 341), was insisted on, viz. that the amount which would have been received if the contract had been kept is the measure of damages if the contract is broken. To this doctrine the Court of Queen's Bench now acceded, observing upon, and distinguishing, the "rather anomalous" rule prevailing in the case of the sale of real estates; in which it is the custom to limit the damages when the sale goes off for want of title in the vendor, to the actual expenses incurred (see *Flureau* v. *Thornhill*, 2 W. Bl. 1,078; *Robinson* v. *Harman*, 1 Exch. 850, 855). In such a case as that under discussion (the Court remarked), no such custom could be set up, and, therefore, the general rule of law must prevail, and the amount of damages be assessed according to the direct consequences of the breach of contract.

It was argued, and admitted by the Court, that the damages recoverable from an agent for a breach of warranty—as for wrongly asserting that he had due authority to contract—were not identical with those which would be recoverable from a principal, on his failure to fulfil a valid contract to purchase, into which his agent had entered within the limits of his authority. In the last case, the damages recoverable by the seller would, in some measure, depend upon the solvency of the real buyer; but that element does not intervene in such an action as that under discussion.

Accident—Effect of Negligence of Plaintiff—Statement of Ground on Rule Nisi for New Trial—Practice on Appeal.

Tuff v. *Warman*, 2 C. B. (N. S.) 740.

This was an action against the defendant for having so negligently navigated a steam-boat on the Thames as to injure the barge of the plaintiff; and in the course of the argument of a rule for a new trial, which had been obtained on the ground of misdirection at nisi prius, several points of interest arose for discussion.

In leaving the case to the jury, the judge told them that if both parties were equally to blame, and the accident the result of their joint negligence, the plaintiff could not recover; that if the negligence or default of the plaintiff was in any degree the proximate of the damage, he could not recover, however great may have been the negligence of the defendant; but that if the negligence of the plaintiff was only *remotely* connected with the accident, then it was a question for them whether the defendant might not have avoided it by the exercise of ordinary care. This direction, it was now contended, was faulty, and that the jury should rather have been told that if they thought the plaintiff, either proximately or remotely, contributory to the accident, he could not recover; and that the proper test for determining this question was, whether, by the exercise of ordinary care, he might have avoided the collision, notwithstanding the negligence of the defendant. The Court, however, concurred in the correctness of the judge's direction, holding that the cases supported it with regard to the law of accidents in general (see particularly *Davies* v. *Mann*, 10 Mee. & W. 546); and that the usual rule was not altered, in reference to ships, by the Merchant Shipping Act, 1854, or other legislative

enactments (see *Morrison* v. *The General Steam Navigation Company*, 8 Exch. 733; *Dowell* v. *Same*, 5 Ell. & Bl. 195).

Another point which incidentally arose in this case was, that the rule nisi for the new trial did not contain (as required by the 33rd section of the Common Law Procedure Act, 1854), a short statement of the grounds on which it was granted. Upon this defect being commented on by the Court on the rule coming on for argument, it was answered by counsel that "it was impossible to state shortly what was the particular objection to the summing up of the learned judge. Error pervaded the whole of it, though the part which was the most objectionable was that in which the learned judge told the jury, &c." The Court apparently silently submitted to this sweeping reflection, on the summing up of Mr. Justice *Willes*, and the objection does not appear to have been pressed on the other side. It had, indeed, been already determined that such defect in a rule for a new trial may be amended by the Court (*Grayson* v. *Andrews*, 10 Exch. 472).

The case under discussion also supplies some information as to the practice on appeal. The Court having discharged the rule for a new trial, application was made on behalf of the defendant for leave to appeal. Against this it was urged that the correctness of the direction had in effect been already decided by the Court of Queen's Bench in the case of *Dowell* v. *The General Steam Navigation Company*, and that the amount of damages was small. The Court, however, said that the amount of damages was not a matter to be taken into consideration, and that as the point was one of great importance, and had never been decided by a court of error, the appeal would be granted; and they also, on the application of defendant's counsel, allowed the rule nisi to be amended, and settled the points themselves, so as to secure that they were involved in their judgment.

Cases in the Probate Court.

Points of Practice.

In the Goods of Cadywold, T., 6 W. R. 374; *of Ludlow, S. H.*, id. 409; *and of Wilmott, J. P.*, id.

The question which arose in the first of these cases was, as to the effect of marriage and the birth of a child on a will made (before the New Will Act), in contemplation of a marriage shortly after solemnized, and which was intended to provide for the wife and the issue thereof. This was held to operate as a revocation, on the authority of *Marston* v. *Doe* d. *Fox* (8 A. & E. 14), a decision which abrogated the old rule of the Ecclesiastical Courts, recognised in *Kennebel* v. *Scrafton* (2 East, 541), under which the will would be valid. Of course, if this will had been made since 1838, the question here raised could not have been mooted, as there is an express provision in 7 Will. 4, & 1 Vict. c. 26 (sect. 18), that marriage, even unaccompanied with issue, will revoke a will previously executed.

In the goods of *S. H. Ludlow*, in making an application for administration with the will annexed, it was sought to include in the probate certain alterations in the original will, the object of which would be, to make a specific bequest therein contained to the person taking out administration operate as a general residuary bequest. The application was refused by the Court. A similar fate attended a petition in the goods of *J. P. Wilmott*, to the effect that a certain memorandum, made on a will below the subscription, should be admitted to probate, to which memorandum a codicil, subsequently written and executed on the same sheet of paper, made no reference. The solicitor who drew the will deposed that the memorandum in question had been written on the paper, immediately below the place intended for the testator's signature, before it had been forwarded to him for execution; but Sir *C. Cresswell* said, that this affidavit, if he allowed himself to be influenced by it, would be to allow parol evidence to affect a written instrument.

Professional Intelligence.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

A meeting of the managing committee was held on Wednesday, the 10th ult.

Letters were read from Mr. Coombs, of Dorchester, and from Mr. Munby, President of the Yorkshire Law Society, on Costs in Criminal Prosecutions.

A statement was read to accompany the scales of costs payable to attorneys and witnesses on criminal prosecutions at assizes and sessions, as proposed by the committee, and agreed to by the Incorporated Law Society.

The statement was referred to a sub-committee to be settled.

A letter was read from Mr. St. Patrick, of Bristol, concurring generally with the principles of the Report on Registration of Title, but objecting to invest the Chief Registrar with judicial functions, and recommending the profession to watch carefully any Bill in Parliament founded on the plan.

A letter was read from Mr. Eden, of Liverpool, containing twelve reasons for opposing the plan of Registration of Title.

A letter was read from Mr. Day, of Lincoln's-inn, suggesting modifications as regards the system of caveats.

The grounds of (partial or entire) opposition to the plan suggested in the last-mentioned letters were reported to be as follows:—

1. That no analogy exists between stock in the funds and land, and that it would be extremely difficult, if not impossible, to carry out the commissioners' plan without a total change in the law of real property.
2. That even if registration of title could be shown to be free from objection in point of principle (which it cannot), it would be useless to the many (viz. those who buy land with the idea of holding it for the benefit of themselves and their families), while its alleged advantages would be enjoyed by the few, viz. speculators in land, who might, it is admitted, obtain advantages from it.
3. That it is inexpedient to vest judicial functions in the registrar, as the report, while professing to confer on him purely ministerial duties, proposes to do. A land tribunal, with avowed judicial functions, would be far better if the principle of conveying land by judicial assurance is admitted.
4. That the system of caveats would be insufficient as a protection to beneficial interests, and would produce litigation and expense.

A petition of the Bristol Law Society was read in favour of Lord St. Leonards' Transfer of Estate Simplification Bill.

The annual report of the Bristol Law Society for the year ending 1857 was read.

The Transfer of Land Bill of Lord Cranworth was read and considered.

A draft petition in favour of the Bill was adopted, and referred to a sub-committee to be settled.

Lord St. Leonards' Transfer of Estate Simplification Bill was read and considered.

A draft petition in favour of the Bill was adopted, and referred to a sub-committee to be settled.

Lord St. Leonards' Trustee Relief Bill was read and considered.

A draft petition in favour of the Bill was adopted, and referred to a sub-committee to be settled.

Letters from Mr. Acland, and from the Vice-Chancellor of the University of Oxford, were read, acknowledging the resolution forwarded to the University by the committee in reference to middle-class examinations.

It was reported that a quantity of papers had been recently stolen from the Registrar's Office of the Court of Chancery.

The matter was referred to the equity committee, to consider what steps should be taken for the better custody of papers at the Registrar's, and also at the Accountant-General's.

The secretary was instructed to prepare the draft annual report, and circulate it as in former years.

The meeting adjourned to the 17th ult.

An adjourned meeting of the managing committee was held on Wednesday, the 17th ult.

The equity committee, in pursuance of the reference to them at the last meeting, presented the following report:—

Report of the Equity Committee.

The equity committee have carefully considered the subject of the custody of papers at the Registrar's and Accountant-General's Offices referred to them by the general committee. They have communicated with the solicitors whose papers are said to have been stolen, and they beg to report as follows:—

1. That the extensive robbery of valuable papers and orders which appears now to take place at the Registrar's and Accountant-General's Offices is not only a grievance to the suitors of the Court, which the authorities of the Court should be requested to take immediate steps to remedy, but is also an indication of the existence of a want of business system and management, which also calls for thorough investigation.
2. That the grievance complained of is mainly attributable to the confined space of those offices, and to the want of proper subordinate assistance.
3. That the practice of the equity courts as to the drawing up and passing of orders is extremely objectionable, and that the system pursued at the Accountant-General's Office with regard to the custody of the orders of the Court is also objectionable, and that better arrangements could be easily made.
4. That a memorial embodying the substance of the foregoing report be prepared by the equity committee, signed by the chairman, and presented to the Lord Chancellor.

The report was adopted, and the same committee were requested to prepare and present the memorial to the Lord Chancellor.

The chairman was requested to write to the Lord Chancellor,

conveying the congratulations of the committee for themselves and the members of the association on his elevation to the high position he now so worthily occupies.

NOTICE.

The Annual General Meeting will be held on Wednesday, April 21, at 2 o'clock. After the meeting the members will dine together at Radley's Hotel, Bridge-street, Blackfriars. Tickets for the dinner, 7*s.* 6*d.* (without wine), may be obtained at the offices of the association.

COSTS ON CRIMINAL PROSECUTIONS.

The following is the statement referred to in the proceedings of the committee of the 10th of March:—

The subject of the remuneration of attorneys for conducting criminal prosecutions has, for some time, occupied the attention of the managing committee of the Metropolitan and Provincial Law Association.

In the year 1851, the committee were requested to endeavour to effect some improvement in the scale of costs allowed to attorneys for the prosecution of public offenders; and in a communication made to the Treasury upon the subject, they pointed out the injurious effects resulting to the public and the profession from the very inadequate remuneration paid to those engaged in criminal prosecutions.

The Government shortly afterwards introduced and carried a Bill, by which the Secretary of State was empowered to make regulations as to the scales of payment of costs to be allowed to prosecutors and witnesses. This Act (the 14 & 15 Vict. c. 55) took away the power of making regulations as to costs formerly exercised by justices in quarter sessions, and vested it in the Government.

The committee took no further steps in the matter till last year, when they stated in their annual report that they had received numerous complaints from several country members of the association of the course pursued by the Treasury, in superseding the functions of the recognised taxing officers of the courts by sending round to the different assizes and sessions gentlemen styled "Examiners," to tax costs, a duty which properly belonged to the clerks of assize and the clerks of the peace. A circular was accordingly issued to the different law societies, inviting opinions as to the best course to be pursued to secure for the profession a fair scale of allowance. Replies to this circular suggested that the council of the Incorporated Law Society and the managing committee of the Metropolitan and Provincial Law Association should agree upon a scale, and submit it to the Treasury.

The scales which were printed in this Journal of the 13th March last, were therefore prepared and sent to the Treasury.

There is reason to believe, however, that the scale of allowances to witnesses, just issued by Sir George Grey, will be followed by a similar scale for attorneys. The "Examiners" have sketched out and printed certain scales of costs, copies of which have been obtained and considered by the two societies. These scales propose to allow an attorney no more, in any case, than three guineas for collecting and investigating evidence and preparing brief, no matter what may be the importance of the case and the skill displayed in dealing with it. In ordinary cases, the allowance proposed is one guinea, when it is notorious that the attorney's expenses per day in the assize town must amount to that sum at least. At the sessions the "Examiners" require the attorney to take 13*s.* 4*d.* for getting up the brief, and 13*s.* 4*d.* for a day's attendance, from sometimes nine in the morning till eight or nine at night, to conduct the case in court.

This scale has not yet been sanctioned by the Government; but if it be, no respectable attorney can undertake prosecutions, which will therefore necessarily fall into the hands of the lowest and most incompetent class of attorneys.

If cases are to be well prepared, and if respectable practitioners are to be expected to engage in criminal business, the scale of costs must be framed on a fair and liberal principle, so as to afford fair and adequate remuneration.

The scale proposed by the "Examiners" is to apply apparently to every case without distinction; but it is clear no amount of ingenuity or ability can devise a scale applicable to every case, as contingencies will arise in the course of a prosecution for which no foresight can provide. A discretion, therefore, must be left to meet the exigencies of particular cases; and this discretion ought to be vested in the recognised taxing officers (the clerks of assize, and the clerks of the peace at sessions) subject to the supervision of the Court.

The scales agreed on by the two societies have been drawn with the view of obtaining for criminal business fair remuneration; and in settling the scales, the two societies have come to the conclusion, that perhaps the best mode of determining the amount of costs to be allowed on prosecutions is by the number of witnesses.

An objection urged against this mode is, that opportunity would be afforded for crowding a case with unnecessary witnesses in order to swell the allowance. This, however, might be met by empowering the taxing officer to disallow costs where, in his opinion, witnesses who had not been bound over to appear by the committing magistrate had been unnecessarily subpœnaed.

The scales further propose, that in cases of importance and in cases of more than ten witnesses, the allowance for brief should be in the discretion of the Court or taxing officer. The fee for attending court for attorneys residing in the assize town is put at one guinea for the first case, and 13*s.* 4*d.* each other case; and non-resident attorneys are given an additional guinea for expenses and first-class travelling fare.

The scales, it is believed, would, if adopted, put the costs of prosecutions on a much more satisfactory footing than at present.

Correspondence.

DUBLIN.—(*From our own Correspondent.*)

Lord Chancellor Napier took his seat for the first time on the bench on the 8th instant, the Court of Chancery having, during the recess, been subjected to some slight alterations devised with the view of bringing the judges' seats nearer to the bar, and more within range of hearing. The case of *Keogh* v. *Barrington*, at hearing before his Lordship, sitting with Lord Justice Blackburne, is an appeal from the Court of Probate, and involves the validity of the will of the late Mr. J. R. Power. This document was prepared by the defendant, Sir M. Barrington, Bart., an eminent Dublin solicitor, and contains a residuary bequest in his own favour; and the residue being of very considerable value, the will is impeached by the next of kin of the deceased. Probate was decreed by the Court below, and the relatives of the deceased thereupon brought this appeal. After hearing lengthened arguments of counsel, the Court reserved its judgment.

The very tedious magisterial inquiry into the Trinity College affray of the 12th of March has resulted in the committal for trial of several of the police, and also of several of the College students. The only point of any interest occurring throughout the investigation was a magnanimous attempt on the part of Colonel Browne, the chief of the police, to concentrate the blame on himself, he declaring that he alone was responsible for an action which he most deeply regretted. Whether this unexpected avowal will have any effect on the approaching trials remains to be seen; but there is a very general feeling abroad, that any further litigation will be unproductive of benefit to any but the professional gentlemen concerned in it.

Great Britain has been described as the paradise of the indebted. Such is the lenity of our insolvency code, that the only serious objection that can be said to stand in the way of somewhat general recourse to it, is the disagreeable publicity given to the proceedings of the Insolvent Court through the medium of the public journals. Modern ingenuity has, however, discovered a method of evading this publicity, and of thus obtaining all the benefits of a "discharge," without its drawback. The modus operandi is as follows:—The English debtor has only to come over to Dublin for two or three weeks, procure a friendly arrest, file his petition in insolvency, and "go through" the Court quietly; for no one knows him here, and his friends in England are hardly likely to hear anything of the occurrence. An easier mode of proceeding, undoubtedly, is to travel down to some provincial town, and seek the good offices of a county court judge on circuit; but experience has shown, that, although a more tedious, it is a far more secure course to place the Channel between the debtor and his English connexions. Hence, the frequent instances of English insolvent cases heard in Dublin, especially in former years, when the Court was distinguished for its easy going qualities, and its general conduct, anything but severe towards the very worst of its suppliants.

The abolition of the insolvent court as a distinct tribunal, a very valuable measure of reform completed last year, threw upon the bankruptcy judges the entire of the insolvency business, while it simplified the practice and diminished the expense of proceedings. The amalgamated Court of Bankruptcy

and Insolvency is found to be far more rigorous towards undeserving suitors, more averse to all who seek to take unfair advantage of its procedure. The learned and experienced judge of the new Court of Bankruptcy and Insolvency, on Saturday last, signified an intention of checking the abuse referred to. The first case before him was that of an innkeeper from Stockport, whose discharge was opposed on behalf of an English creditor, on the ground that a collusive arrest had been obtained in Ireland, while all the creditors resided in England. Judge Macan said, that, whatever the motive—whether to defeat creditors or not—there was a growing practice among English insolvents of coming over to this country, a practice which should receive no countenance from him. Such cases should be brought before the Insolvent Court in England, as it was most unfair to put creditors to the expense of so long a journey. The petition must be dismissed, and no new petition should be received for twelve months. This dismissal would not prevent the applicant from obtaining relief in England.

The next case determined by the Court on the same day was that of an individual formerly an officer in the army, and more recently an agent, having offices in Oxford-street and Trafalgar-square, London. This insolvent was refused his discharge, the judge holding that the debts came within the penal sections of the Act, having been contracted without either the intention of paying them, or of means for so doing, and two of them in particular having been fraudulently contracted. Some very severe remarks were made by his Honour on the conduct of this insolvent.

It is clear enough, that, as far as the control of Judge Macan extends, the abuse will be checked. The question, however, remains—whether an effectual and permanent remedy should not be provided by the Legislature, in the shape of an enactment that a previous residence of several months in the vicinity of the court to which an insolvent debtor applies, should be required as a condition precedent to his discharge.

The General Registry of Assurances (Ireland).

Although the project for the Registration of Title secured the almost unanimous approval of the late commission, and a Registry of Assurances found no favour at their hands, the last-mentioned plan is not without its advocates. It is believed by many that the present Attorney-General (Sir F. Kelly) whose zeal for a reform in our real property code is undoubted, is in favour of a Registry of Assurances; and if this be the case, having now the power as well as the inclination to do something, it is by no means impossible that a measure may be framed by that learned gentleman during his tenure of office. Whether any assistance might be afforded by existing registries of deeds remains to be seen. The general registry which has so long existed in Ireland cannot, at all events, be held up as a perfect model for imitation, its design having been originally defective, while its administration has been up to a very recent period still more open to censure.

The Irish general registry has been in operation since the year 1708, having been originated by stat. 6 Anne, c. 2. Some alterations in the system were introduced by stat. 2 & 3 Will. 4, c. 87, chiefly with a view of enforcing greater particularity in the description and indexing of the property comprised in the deeds brought in for registry. Stat. 11 & 12 Vict. c. 120, enables the Lords of the Treasury to make any further changes in the mode of registering deeds, &c., that may be considered expedient; and in exercise of this power, several alterations in matters of detail have since been introduced under various Treasury minutes. By the same statute no judgments obtained since July, 1850, will affect land unless they are registered in the General Registry Office, in the manner therein pointed out; nor will any judgment obtained prior to that date affect land unless re-registered in like manner. It is further provided, that when any judgment is paid off, and a certificate to that effect is produced to the Registrar of Deeds, he shall cause a memorandum of satisfaction to be entered in the books of his office. The Act requiring the registration of judgments as above, has been found to work very advantageously; and it would have proved still more so had Crown bonds, recognizances, and other charges for which lenders and purchasers are obliged to search, been required to be registered in the same manner.

Deeds are registered by lodging in the office the original instrument, together with a memorial thereof on parchment, under the hand and seal of some one or more of the parties thereto; the execution of both deed and memorial being verified by the affidavit of one of the attesting witnesses. After comparison, the original deed is returned, a certificate being first indorsed (and signed by the registrar), stating the fact of registration, with a reference to the book, &c. It would appear necessary that this certificate should be sealed as well as signed, as extensive frauds have been perpetrated by means of counterfeit certificates of registration. The entire number of deeds on the registry is estimated at over three quarters of a million; and this number is being augmented at the rate of about ten thousand annually.

The following, among other, points as to which improvements might be effected in the general registry, are suggested in a small publication, apparently written by one who has a practical acquaintance with the working of the registry office.*

Mortgages are frequently registered, and afterwards paid off. The evidence of the mortgage remains, but that of the discharge of the debt is, after some years, perhaps not forthcoming: in many instances the reconveyance being lost, or none having been executed. The registrar should be empowered to enter a memorandum of satisfaction, which should have all the effect of a reconveyance.

The practice of lodging memorials so framed as to omit the locality in which lands, &c., are situate, has rendered an index of "General Acts" also necessary; many of the deeds placed in this index are as vague and indefinite in their parcels as can be imagined:—"All the estate, real and personal, of which A. B. died possessed," being a specimen of them. Another circumstance, detracting much from the utility of the registry, is, that thousands of conveyances, settlements, &c., are so registered as to show by these memorials only that the conveyance, &c., was made to trustees, "on the trusts therein mentioned." Such memorials, instead of supplying the loss of deeds, frequently bring doubt on titles, no means existing, in many cases, of ascertaining what the trusts were; a purchaser has thus express notice of a deed, but no way of finding out what are the contents of that deed.

It is impossible to withhold assent from the proposition that if this registry is to be made complete, vast numbers of important matters constantly occurring on titles should be registered, as well as ordinary deeds. Wills are seldom registered here. Administrations and grants of probate, through which title is made to chattel property, are not registered. Vesting orders in bankruptcy and insolvency, and private Acts of Parliament, decrees in Chancery, and judgments in ejectment, are also exempt from registration. Disentailing deeds are required by the Fines and Recoveries Act to be enrolled in Chancery, but are frequently not registered. It has been proposed to perfect the system by requiring all these to be registered, and also by requiring the heir at law, on whom land has descended, to register this devolution by affidavit. It is worthy of remark, that the beautiful series of ordnance maps (drawn on the scale of six inches, and of one inch to the mile) of the whole of Ireland, might, if made use of for the purposes of the registry, assist very greatly in promoting accuracy. There can be no doubt that to those maps may be attributed, to a great degree, the freedom from error which has characterised the proceedings in the Incumbered Estates Court. To render a general registry of deeds really serviceable, every deed should be registered at full length; and a copy of, or reference to the ordnance map, should be added whenever land forms the subject matter of the instrument.

Review.

A Manual of the Practice of Conveyancing. By G. W. Greenwood. Second Edition. London: Stevens & Norton, 1858.

Mr. Greenwood's book fills a niche of its own in the conveyancer's library. It does not enter into any kind of competition with elaborate treatises, like Bythewood and Davidson, or even with the more compendious work of Mr. Prideaux, which we had lately an occasion to review. All these aim chiefly at supplying precedents and collecting authorities, to assist the practitioner actually engaged in advising or drafting in the course of conveyancing business. Mr. Greenwood does, indeed, give some precedents generally of a simple description, or else intended to elucidate the practical suggestions which form the essence of his work; and many cases will, no doubt, occur in ordinary practice for which this collection of forms will suffice. But the speciality of the book is the first portion of the text, which is designed to show the course of practice in solicitors' offices, relating to the daily routine of conveyancing business.

This is exactly what an inexperienced solicitor or articled clerk would desire to assist him in gaining familiarity with the

* Observations on an Amalgamated Registry of every Species of Assurance and Charge in one Office. Dublin: J. & E. M'Donnell. 1858.

duties which he will have to perform in that important part of his professional business which relates to the transfer of real and other property. Any treatise which fills a gap previously vacant has a much better prospect of being in constant demand than one which merely enters the field as a rival of a score of predecessors; and, even if Mr. Greenwood's execution of his task had been less able than it is, the happy choice and limitation of the subject matter would probably have secured it a fair share of popularity. But the book deserves higher praise than belongs merely to its general conception; for the clear explanations and practical good sense embodied in its unpretending pages are precisely what the specific purpose of the Manual called for. Although a good deal of useful law crops out continually, there is no ambitious attempt to make a manual do duty for a theoretical treatise. Such overleaping of the mark would have destroyed the value of the book, which consists in the practical guidance which it offers to those who have not yet thoroughly mastered the branch of practice to which it relates. Under each successive head of agreements, sales, purchases, mortgages, and so on, it tells the solicitor the points as to which he should be on his guard; suggests the most business-like way of carrying through his work; warns him of the pitfalls which may endanger the success of the transaction; and gives excellent counsel as to the manner in which he may most effectually protect his client, and do credit to himself. It will be understood from this description, that nearly all that Mr. Greenwood has jotted down must be, or, at least, ought to be, familiar knowledge to all solicitors in considerable practice, though even some of them may find a hint here and there which may assist them in the conduct of business. But the Manual is addressed especially to young practitioners, and to those who have not yet completed their course of pupilage. It is an educational as well as a practical compendium, and it conveys that special kind of information which the student has generally the greatest difficulty in discovering from books. Nine-tenths of the advice which it contains is composed of those pieces of practical information which an articled clerk generally seeks from the mouth of his employer, and a careful study of these pages would probably arm a diligent clerk with as much useful knowledge as he might otherwise take years of desultory questioning and observing to acquire. Perhaps it is impossible for any book to transfer bodily to the reader the mature experience given by long and extensive practice; but all that can be done to put an old head upon young shoulders is effected (so far as its own subject is concerned) by Mr. Greenwood's lucid and business-like Manual.

The general method pursued is well adapted to the practical object of the book. The author, as it were, brings a piece of actual business to his reader. A client, who intends to bid at an auction, brings the conditions of sale, and wants to know whether he may safely purchase; or another, who has been less cautious, brings a concluded agreement, and leaves it to his solicitor to get the best title which the conditions will allow. Or perhaps it is a vendor who desires to have conditions prepared for a contemplated sale; or a trader who requires advice and guidance in negotiating a partnership, a dissolution, or in effecting a composition with creditors. Under these and a multitude of other circumstances of everyday occurrence in a solicitor's practice, the Manual briefly notes down the best mode of setting about the business, the routine practice in the course of it, and the occasions when a reference to counsel is judicious for the security of the client, or the protection of the solicitor himself, and adds a reference to the treatises where a detailed examination of this or that point of practice or law is to be found. We cannot, by any general description, convey so good an idea of Mr. Greenwood's mode of handling his subject as by quoting one of the many passages in which he introduces a new topic. Any of them will serve equally well; we will take that which relates to the carrying out of a verbal contract already entered into.

> If your client informs you that he has verbally agreed to purchase an estate, then, if he has not already done so, write to the vendor or his solicitor for the draft of the proposed contract; it is, as I have before stated, the practice of the vendor's solicitor to prepare the contract, he being of course the better acquainted with the title and the stipulations necessary to protect his client. When you receive the draft, if you have not previously been fully informed on the subject, go through it with your client, in order to see that the price, the property, the burdens thereon, and the time of completion, are correctly described; all this will be for the consideration of your client. Your duty will be to advise him as to the effect of the clauses you find inserted in the draft; these clauses will, doubtless, be very much the same as those in ordinary conditions of sale, but this you will not consent to, as there is a material difference between purchasing an estate at an auction and purchasing one by private contract; in the former case a purchaser knows the terms under which he is purchasing, and is sometimes content to purchase even under stringent conditions as to title and evidence of title, in the hope that he may make a good bargain; but in the latter case there is no chance of getting a bargain, the terms as to price being agreed upon between the vendor and purchaser with their eyes open, and as, generally, the latter is compelled to give the full market value of the property, he has a perfect right to require a marketable title to be shown at the vendor's expense; in other words, as the vendor gets the value of the property, he ought not to be allowed to fix the purchaser with any part of the expense of deducing a good title. In this case, however, as in many others, you will find that great tact is required on your part; the vendor may be an over-reaching man and your client may not, but, on the contrary, he may be so desirous of becoming the purchaser of the property that he may not feel disposed to be very strict as to the conditions under which he may become the purchaser. Your course under such circumstances is a clear one; lay before your client the consequences of his entering into such a contract, and explain to him fully the meaning of the clauses in it. If he elects, notwithstanding your advice, to become the purchaser on such terms, he is at perfect liberty to do so, he runs the risk and incurs the expense, you will content yourself with having performed your duty, and the matter will proceed.

We might have found many passages which enter somewhat more into legal discussions than the one we have selected, but we have chosen it as an average specimen of the practical suggestions which give the character to the book. The absence of anything beyond the common maxims which experience would have imprinted on the mind of a solicitor familiar with his work, seems to us a much greater recommendation than any minute and elaborate disquisitions.

Some of the precedents given are intended to serve as models of the common form framework in which the substance of an agreement or other document ought to be set. Others are specimens, and very creditable specimens, of methodical arrangement and clear expression, the two great safeguards against legal slips. The common conditions of sale suitable to particular circumstances, with some simple conveyances, mortgages, leases, and the like, complete the volume of which we are glad to be able to add this commendation, which students especially will know how to appreciate, that it is comprised in less than 500 not very closely printed pages of small octavo. Altogether, it comes much nearer to the ideal of a practical Manual than most of the legal works which have been published under similar designations.

Parliamentary Proceedings.

HOUSE OF LORDS.

Monday, April 12.

Transfer of Estate Simplification Bill.

On the bringing up of the report of amendments on this Bill,

Lord Cranworth said, that this Bill would introduce a serious innovation in the law of this country without any adequate object. By the law as it stood at present a person who had a right to property must assert that right within forty years. The Bill provided, that at the end of thirty years the title of the purchaser of an estate should be absolutely complete against all the world; but practically such a provision would not render the position of the purchaser any safer than it was at present. No man would give a shilling more for an estate merely because after the lapse of thirty years his title could not be attacked. What a purchaser wanted was, that he might be able to buy an estate with the same security as he could buy a horse or a watch. The measure would therefore yield no practical advantage to the purchaser, and on that ground he moved the omission of the first clause.

Lord Wensleydale concurred in the objections of his noble friend.

Lord Campbell thought the proposal was an innovation, which, instead of being an improvement, would be the reverse.

Lord St. Leonards said that if the Bill was recommitted he would show that his proposal was a reasonable one. No man was more careful of the rights of individuals than he was. He had always legislated on conservative principles, and was not likely to do anything that would disturb the security of property. The present term was forty years in words, but in practice it might be 100 years. His noble friend said that nobody would care for getting an absolute title at the end of thirty years instead of forty. But the present law did not give a title till the end of a century. Was it nothing to give a title at the end of thirty years instead of 100?

The Lord Chancellor said that Lord St. Leonards had devoted so many years of his valuable life to the law of real property that he felt great hesitation in encountering him upon ground that was so peculiarly his own. But, strengthened as he was by the opinion of many noble lords, he felt bound to offer his opposition to the new principle of legislation which his noble friend now proposed to introduce. Their lordships

were now considering the 1st clause, upon which six or seven others depended; and although he admitted that there were clauses in the Bill which it was desirable to pass, yet the principle sought to be established by the 1st clause would be mischievous and dangerous. The present Statute of Limitations, passed after great consideration, was certainly not in every respect free from objection; but the principle which it established, that actions should be brought to assert claims within twenty years after the rights in possession accrued, was a safe one. In the place of this the noble lord proposed to enact, that no right should be asserted after twenty years from the time when a conveyance should be made to a bonâ fide purchaser for valuable consideration. In the first place, this provision, instead of shortening the period of limitation, might in many cases lengthen it. At present, a remainderman was bound to bring his action within twenty years after his right accrued; but if this Bill passed, a man might be unlawfully in possession of property for nineteen years, and then, if a conveyance were executed, the remainderman would have twenty years after that to assert his right. But further than this, the Bill would place the remainderman at the mercy of the tenant for life. Suppose a tenant for life should make a conveyance in fee absolutely disposing of an estate, and should live more than twenty years after that conveyance, how could the remainderman assert his right when it did accrue? True, his noble friend attempted to provide against this by giving the remainderman the right of instituting a suit in equity to secure his interest; but he might know nothing whatever of the execution of the conveyance, and what remedy could he have then? His noble friend had shown no reason for disturbing the present state of things; the principle which he sought to introduce must lead to mischievous consequences, and he should therefore call on their lordships to reject the clause.

Earl Grey thought the clause a clumsy substitute for that to which we must sooner or later come, and which alone could remedy the evils arising out of our present law of property—the establishment of a system of register. He had great doubt whether the clause, if carried, would work all the benefit which the noble lord expected, but at the same time, the objections urged against it would go far to prevent any effectual improvement of the law, for they proceeded on the principle of protecting an imaginary remainderman against uncertain and contingent injustice, with the certainty of causing inconvenience and expense to sellers and purchasers. The noble lord had shown that cases in which injustice would be done to a remainderman were very unlikely to happen, and he was not prepared, therefore, to reject the clause. Supposing that a man, having a life interest only, sold an estate as in fee, and thirty years afterwards the fraud was discovered, it would, in his opinion, be more consistent with natural justice that the loss should fall upon the remainderman, rather than on the bonâ fide purchaser, and, therefore, the probability of remaindermen being barred did not weigh with him, especially as the Bill contained provisions which rendered more than ever unlikely the commission of the fraud suggested.

Lord Cranworth suggested that the 1st clause should be rejected, and those which hung upon it,—namely, the first thirteen clauses of the Bill. He thought it would be a very great loss to the public if they were deprived of the benefit of the subsequent clauses, particularly the clause making it penal to palm off a bad title upon a purchaser.

Lord Redesdale was neither prepared to say that no alteration in the limitation of time was necessary, nor that it should be the precise alteration proposed in the clause. He suggested that the precise nature of the alteration be settled by the select committee.

Lord St. Leonards said, that if the House affirmed that the time should be altered, he would leave it to the select committee to fix what the time should be.

The Earl of Derby pointed out that the 1st clause involved something more than the mere shortening of the period of limitation—namely, at what time it should commence, whether at the time of the sale, or when the right of the remainderman accrued. If that were the question upon the clause, he should vote for the limitation, dating from the time when the right of the successor accrued, and against the noble lord's proposition to reckon from the time of purchase, although there was no man from whom he differed more reluctantly than he did from his noble friend. He did not concur with the noble Earl, who preferred that the remainderman should suffer rather than the purchaser. If it were a question, which of two innocent persons should suffer, it ought not to be the remainderman, because the purchaser had a full opportunity of investigating the title, which the remainderman had not; and although he might be perfectly innocent of all knowledge of the fraud, it would be from his want of caution that the fraud was not discovered at the time of the sale.

The clause was then rejected without a division.

Lord Cranworth moved the omission of the next twelve clauses, which were entirely dependent upon the clause already expunged.

The clauses were omitted accordingly.

Law of Property Amendment Bill.

On the motion of Lord St. Leonards,

The order for going into committee on this Bill was read and discharged.

Tuesday, April 13.

Appeals from the Court of Probate.

Lord Lyndhurst called the attention of the Lord Chancellor to the circumstances attending the hearing of appeals from the Court of Probate. Under the old system the appeal was from the Ecclesiastical Courts to the Judicial Committee of the Privy Council, and such appeals were, he was informed, usually heard and decided within three or four weeks. Under the late Act the appeal was to that House; and the result was, that if these appeals were brought in in the ordinary course, nearly two years would elapse before judgment could be given, during the whole of which time the creditors of the estate in dispute and the legatees would be kept out of their money. He suggested that these appeals should be placed in a separate list, and that arrangements should be made for bringing them on at regular intervals.

The Lord Chancellor thought that the suggestion had better be addressed to another noble lord, who he believed would shortly have charge of a Bill for the amendment of the Probate Act.

Lord Cranworth said, he should be happy to consider the suggestion.

Lord Campbell believed that the country would never be satisfied until there was an opportunity of trying appeals at the bar of that House throughout the whole judicial year. The cases referred to required great despatch, and there were many others not less urgent. He, therefore, hoped the Lord Chancellor would consider whether some provision could not be made for disposing of the appeals in a manner satisfactory to the public and creditable to that House.

The subject was then allowed to drop.

Libel Bill.

On the order for the second reading of this Bill,

Lord Campbell said that the enactment which upon an indictment for libel allowed the truth of the allegations to be proved by evidence, if the publication had been made bonâ fide with a view to the public good, had operated most beneficially in discouraging slander. Still, much remained to be done to place the law of libel in a satisfactory state. The distinction between verbal and written slander could not easily be defended. As the law now stood, to say at a public meeting that a man was a coward, a liar, and a scoundrel, afforded no cause of action unless some special damage had been sustained. So also a woman, if assailed by the coarsest language, could obtain no redress unless she could prove special injury. He had himself tried in 1843 to redeem our law from that reproach, but he had failed: and he did not now feel encouraged to renew his attempt. He feared that the present Bill would cause great disappointment to those who had petitioned in its favour. They had asked for a great deal more than he proposed to grant. This movement owed its origin to the action of *Davidson and Duncan*, which had been brought in the Court of Queen's Bench against the proprietor of a respectable journal in the county of Durham, because he had published an account of what took place at a public meeting held under a local Act appointing commissioners with large powers and authority to impose taxes for public objects. It was pleaded in that action that a true and faithful report had been given of what occurred at the public meeting, but on the case being argued on demurrer this was held to be an insufficient justification. Great sensation was produced by the ultimate result of the action, for, the demurrer being overruled, the parties went to trial, and the jury found that the report was a true representation of what was spoken in public, and that it had been published without any malice. The jury, however, were told, and very properly, by the judge, that they must find a verdict for the plaintiff. They accordingly found a verdict for the plaintiff, with one farthing damages. The defendant had not to pay the costs of both sides, but his own costs in the action amounted to about £400. Upon this petitions came in from various parts of the country,

praying that there might be complete immunity to the proprietor and publisher of every public journal for everything which they could show to have been spoken at a public meeting; that the only remedy should lie against the person by whom the words at which offence was taken had been uttered at such meeting; and that if it were proved that the party had spoken anything, however calumnious, the individual injured should have no redress whatever against the publisher. That appeared to him to be an excessive and unreasonable demand, and it purported to be based on a misconception of what was called *Lord Northampton's case*, which was supposed to have established the rule, that one might say or write anything respecting any man, woman, or child, provided one gave the name of the author of the slander. That was certainly a very alarming doctrine; but it had no foundation in law. He had last session moved for a select committee to consider this subject. A considerable majority of that committee recommended that the same immunity should be granted to reports of the proceedings of both Houses of Parliament as was now granted to reports of the proceedings in the courts of law. And they further recommended, that there should be a certain concession made to those who complained of the present law respecting reports of public meetings,—viz. that in the case of reports of public meetings called by lawful authority, where there was every reason to suppose that nothing but what was lawful would take place, and where the report was published for the public good, the publisher of the report should not enjoy an immunity; but if the jury should be of opinion that no injury whatever had been suffered by the party complaining, so that they would only give, according to the present law, one farthing damages, they should be at liberty to find a verdict for the defendant, which would relieve him from any damage arising from the action, and throw all the costs upon the pettifogger who got up the proceedings. The Bill consisted only of three clauses—two of them referring to reports of proceedings of the two Houses of Parliament, and the third to reports of public meetings called by the public authorities, by the publication of which no damage could be proved to have been occasioned to any person. It would not give any immunity whatever to the reports of any other proceedings. He could not understand on what ground a difference was made between the reports of the proceedings of the two Houses of Parliament and the reports of public meetings sanctioned by public authorities. It had been determined that a fair and faithful report of what took place in a court of justice afforded no ground for an action of libel. The case of *Currie* v. *Walter* decided this more than seventy years ago. That had been called judge-made law. It was true, there was no Act of Parliament for it, but he thought the Court was well-authorised in coming to that decision. Why, then, should not the reports of the proceedings of the two Houses of Parliament be put upon a similar footing? The question was, whether there was anything upon the records of either House to prevent this Bill obtaining the approbation of the Legislature. Their lordships were governed by the Order of 1698, which forbade the publication of any of their proceedings without the leave of the House, and he maintained that their lordships had given this leave in the most ample and authentic manner. Until 1845 there were positive Orders of the House of Commons against the admission of strangers; but in that year those Orders were reformed. The smallest alteration in the Standing Orders of either House of Parliament was not necessary. Another objection was, that there was no practical evil, because no one suffered; but as the law now stood, an action might be brought, or an indictment preferred, for anything which appeared in the reports of their lordships' proceedings disrespectful to private individuals; and in a very recent case, *Sheddon* v. *Patrick*, which was brought under their lordships' notice, imputations of the gravest nature were cast upon private characters. It had been said, that if his Bill were passed into a law, and if immunity were given, persons would come to public meetings and deliver libellous speeches, which would then be published with a view to libelling their enemies. But no such thing could happen. There was a case in the books, *The King* v. *Lord Abingdon*. Lord Abingdon made a speech in that House libelling his steward, which speech he afterwards published. For that offence Lord Abingdon was very properly indicted, convicted, and punished; and if parties followed Lord Abingdon's example the same result would occur, for the publication of such a speech would not be a fair or bonâ fide use of the privilege of publication. Such an abuse could not possibly occur if this Bill should pass. It was argued, that, as no action would lie against a member for what he had spoken in his place in Parliament, so an aggrieved man would be deprived of all remedy if he could not proceed against the journal which published such a speech. But the same thing took place daily in the courts of justice. No action could be maintained against a counsel for a speech made in a cause, or against a judge for a charge to the jury, or against a witness for what he might say in evidence. Therefore it might be said, that a person whose reputation suffered was left at present without any remedy. But what loss thus sustained could counterbalance the infinite advantage offered by the publication of the proceedings of courts of justice? His object was to protect the public press from vexatious and pettifogging actions, which were now sometimes brought where no injury had been sustained. This object had been in some measure facilitated by a recent Act of Parliament, enacting that if the damages were under 40*s.*, costs equal to the damages should alone be given; but this Act had not afforded that protection to the press which it was entitled to. The press had a right to expect that were actions where brought against them without foundation all the costs should be thrown upon the plaintiffs. The 2nd clause of the Bill would allow the defendant to plead in bar to an action that it was a faithful report, and then the jury might find a verdict for the defendant, and all the costs would fall upon the plaintiff. Who would be injured by such a clause? If any real damage had been sustained the remedy was untouched, but if no damage had been sustained no one could say that the party to a pettifogging action would be at all aggrieved if he had to pay the costs that had been incurred by the defendant. He now came to the definition of public meetings in the Bill. It comprehended all meetings the publication of the proceedings of which was likely to be of service to the public; such as meetings for the election of members of Parliament, meetings of town-councils, of local boards, and generally of all bodies constituted under Acts of Parliament. It was of as much advantage to the public that the proceedings of such bodies should be reported as that the debates in Parliament should be published. These were, too, meetings of bodies at which decency would be observed, and over which some control would always be exercised. He had never contemplated giving an unrestricted liberty of publishing all speeches without any remedy for parties aggrieved. Lord Lyndhurst was of opinion that the speaker at a public meeting ought to be equally liable for what he said when his speech was faithfully reported and published in print, as he would be if he himself had published it, or caused it to be printed and published. Objection might be taken against thus doing away with the distinction between written and spoken slander; but such a distinction seemed preposterous, for if a man knew that his speech would be taken down by a good short-hand writer with a view to publication, and if he spoke the speech with a view to its publication, then he ought to be liable for it. This would enable the party aggrieved to resort to the speaker in all cases, and there would be no apology for the person who said that he was injured by words spoken at a public meeting not bringing his action against the person who made the speech. He concluded by moving the second reading of the Bill.

Lord Lyndhurst observed that only one-half of the committee was present when the resolutions were agreed to, and that less than one-third of the committee voted in their favour. He entirely dissented from the conclusion at which the committee arrived. If it was necessary to legislate at all upon this subject, the measure brought forward was insufficient, and ought to be greatly extended. The Bill would be almost wholly inoperative. There was a distinction between libellous and defamatory words spoken and those words when reduced to writing. With two or three exceptions, persons might calumniate by word of mouth to almost any extent with perfect immunity; but the same words, when reduced to writing, might subject a party to a prosecution, and to the payment of damages to the person injured. The principle of the distinction was this: Words might be uttered hastily, in a moment of passion, and without consideration; they might have been misreported, and might be forgotten; whereas, writing denoted premeditation, care, opportunity for consideration. The libel was permanent, and might be extensively circulated. Now, apply this principle to the meetings which were the subjects of this Bill. A man attends a public meeting, and from the most malicious motives makes a speech defamatory of the character of another person. He knows it will be published; his object is that it may be published. Yet that man passes with impunity. On the other hand, the reporter, whose mind is intent only upon taking down accurately what he hears; who has no time for consideration; who revises his work in the utmost haste; such a man, having no malicious motive, is made the scapegoat; an action is brought against him, and he is fined in damages, or he may be indicted and punished as a criminal. Considering the cir-

cumstances of such a public meeting, the principle of the distinction between written and oral slander hardly applied. If Lord Campbell should think it impracticable to adopt the principle he had insisted on, still, looking at the Bill in its present shape, it was very inadequate and imperfect. The 2nd clause provided that if an action be brought to recover damages for the publication of a report the defendant may answer that "this is a faithful report of what passed at a public meeting lawfully assembled for a lawful purpose." And if the jury under those circumstances should be of opinion that the plaintiff had sustained no loss or injury the defendant would be entitled to a verdict. The consequence would be, that all the costs must be paid by the plaintiff. No doubt, this would afford great relief to the publisher, because, as the law now stands, if the publication be in strict law a libel, however small the damages, be they only one farthing, the plaintiff has to pay no costs, and in the case of *Davison* and *Duncan*, the costs amounted to between £400 and £500. Therefore, if the Bill stopped here, it would give a very great relief to the publisher; but, unfortunately, it did not stop here. The next clause neutralised the provision which preceded it. Clause 3 defined the meetings which were to be deemed lawful meetings, lawfully assembled within the meaning of the Act. Never was there so extraordinary a definition. It comprised meetings convened by lawful authority for presenting petitions to either House of Parliament or to her Majesty; meetings of town councils; meetings for the election of members of Parliament; and, lastly, meetings held under any local Act for the purpose of imposing any rate or transacting any business with respect to a parish or a district. Neither the Lower nor the Upper House of Convocation was included in the Bill. A select committee had come to the conclusion that Convocation is an unlawful assembly. The meetings held at Exeter-hall, three or four times a week, were of a religious character, or for a charitable purpose, and were attended by clergymen and Dissenting ministers. Yet they were not lawful assemblies within the meaning of this Bill. The meetings of the Social Science Conference at Birmingham and of the Mercantile Law Conference in London, would not be lawful meetings within the terms of this Bill. The Bill excluded everything; it included literally almost nothing. If a jury are of opinion that there is no damage, how can it be material at what kind of meeting the alleged libel was uttered? An action is brought for libel. It is proved that the meeting at which the alleged libel was uttered was a lawful meeting, assembled for a lawful purpose, and the jury say, "we are of opinion the plaintiff has sustained no damage." The defendant says, "Oh, then, I am entitled to a verdict." "Oh no," exclaims the judge, "this was not a vestry meeting; it was not a lawful meeting within Lord Campbell's Act—a carefully-drawn measure." Lord Campbell said, in the committee, that it would not do to include all meetings in the Bill, because then the proceedings at seditious or treasonable meetings would be protected. But these were not lawful meetings, assembled for a lawful purpose. He proposed to strike out the 3rd clause altogether, and leave the 2nd clause as it was, applying to any "public meeting lawfully assembled for a lawful purpose." He wished the Bill to be read a second time, and to go into committee upstairs, in order to devise a measure marked by some common sense.

Lord Wensleydale said:—Any one who contemplated the history of English law for the last quarter of a century must be struck with the importance and extent of the improvements which had been made in the common law, in criminal law, and in equity law; and if the noble earl (Stanhope) should complete the history which he had commenced, he would undoubtedly refer to that period as distinguished by the most valuable improvements that had ever been effected in the legal institutions of this country. It had long been established law, that, with respect to verbal slander, an action could only be maintained when criminal offences were imputed, or when charges of malversation in office or of insolvency in trade had been made. Indeed, the cases in which such actions could be maintained were very limited; but an action would lie for any slander in writing or in print, because this writing or printing gave the slander a character of perpetuity, and also extended it far more widely than it could be spread by verbal publication. The injury inflicted by a written or printed report was therefore much greater than that done by verbal slander. The proprietors of public journals were undoubtedly at perfect liberty to publish fair and correct reports of the proceedings of the two Houses of Parliament; and the public had been greatly benefited by such reports. But the Bill raised the question, whether newspaper proprietors should be permitted to publish with impunity speeches vilifying the character of individuals, on the ground that those speeches had been made in Parliament That certainly ought not to justify the publication of slander The law at present gave ample privileges to every person to express his opinions upon all subjects, so long as it were done fairly and without malice. The Bill introduced a new provision into the law which had hitherto been unknown. At present, every man had a right of action whose character was injured by slander, but the noble lord wished to lay it down that a man must have suffered some pecuniary loss or damage before his action for slander would lie.

Earl Granville said—With regard to Parliamentary proceedings, it appeared to him perfectly monstrous that such a responsibility should be thrown upon the press after the Houses had given every possible encouragement to the reporters to report their proceedings, and when the public expected that their proceedings should be reported. As to the safeguard to private character, by causing the reporter to exercise discretion, that which affected the character of one man was often another man's only defence, and it was much better that the public should have the whole, instead of garbled extracts, through fear of penalties which might be incurred by a bonâ fide faithful report of these proceedings. If an imputation were made against an individual in either House, it was an advantage that the accused should not depend on the casual report of a friend, but that the charge should be distinctly brought, so that he might refute it in any of the thousand different ways which were open to him.

The Lord Chancellor asked, why no inconvenience had been sustained, and why so few actions had been brought against newspapers? The answer was, that the journalists had exercised care and caution in what they had published. Now, was it not for the advantage of the public that that care and caution should continue to be exercised, and that responsibility should still be attached to the proprietors of newspapers? It had been suggested, that, if the law were changed, the same care and caution would be observed not to injure character. But he doubted whether this result would follow. He knew how much easier it was to publish indiscriminately everything that had been taken down, and how difficult it was, in the haste of publication, to select that which was fit for the public eye, and to omit the rest. They were not dealing only with those respectable journals, the editors of which were careful; but the privileges they were to enjoy were also to be extended to every newspaper in the kingdom. His noble friend first proposed to legalize the reports of all proceedings in either House of Parliament, however defamatory or injurious they might be to the character of individuals. He proposed that any person who was injured, and who might be ruined by reports of debates which had taken place, in which private character had been assailed, should be left utterly remediless, and that the proof that the report was a faithful one should be a complete answer to any action against the newspaper. But a little difficulty might arise upon the terms of the clause as to the report being faithful. How was its fidelity to be established? Upon whom was the burden to lie? Was it sufficient for a journal to assert that its report was faithful? If, on the other hand, the proof was thrown upon the journalist, how could he prove that the report was a faithful one, except by an invasion of the privileges of Parliament in proving what had actually passed in debate? His noble friend had compared the debates in Parliament with the proceedings in courts of justice; but there was a marked and strong distinction between the two. The proceedings in courts of justice were not ex parte. The case was heard on both sides, and the whole was afterwards published; but a slander uttered in debate in Parliament would be a mere ex parte statement, to which probably no answer would or could be given at the time. He could not suppose, from the decorum prevailing in that House, that any noble lord would take advantage of the altered state of the law, to find in speeches in that House a vehicle for private malice. But he could imagine that members of the other House might take advantage of the opportunity afforded to them; and, knowing that what they stated would be sure to be circulated through the country, might use their position to gratify their private malice. His noble friend had stated, that the law would punish such persons, and he had cited the case of Lord Abingdon; but the cases of Lord Abingdon and Mr. Creevy were cases in which the persons who had made the speeches had themselves published them. The Bill would make no alteration in the law in such a case. If any slander uttered in debate were published, an action might now be brought against the newspaper, and the party aggrieved would have an opportunity of vindicating his character; or the newspaper might justify the alleged slander. If the statement were correct, the newspaper might plead the truth in jus-

tification, and it would be an answer to the action If this Bill were passed, there would be no opportunity of vindicating character, and all the redress that could be afforded, would be the insertion in all the newspapers which had published the slander of some letter contradicting it. Perhaps, however, the newspapers might say that from press of matter they were unable to insert such a letter, and the consequence would be that persons would be irretrievably ruined, and would be wholly without a remedy. This would be a most mischievous change of a law which had afforded sufficient protection to the proprietors of newspapers, at the same time that it had not left the characters of individuals wholly defenceless. With reference to the other part of the Bill, which related to the reporting of proceedings at public meetings, it was necessary to advert to the distinction between oral and written slander. For words spoken no action could be maintained unless they charged some indictable offence, with the exception of cases where special damage had resulted from the speaking of the words. His noble friend did not propose to abolish that distinction; but he proposed to legalise the publication of all reports of what took place at a meeting lawfully assembled. This was the effect of the clause, because under it no party was entitled to recover unless he could prove loss and damage Now, that meant pecuniary loss and damage; the consequence of which would be, that in 99 cases out of 100 the person who was calumniated at a public meeting would be deprived of his remedy, because he could not show that he had sustained such loss and damage. Suppose that a person not in trade was charged with some gross breach of morality, or with being guilty of some falsehood—an imputation upon the character of an honourable man which was much more painful, and much more destructive to his reputation than if he could show that he had sustained damage to the amount of thousands of pounds by the slander. Were they to take so mean a view of the value of reputation that it was to be weighed by a quantity of gold? He trusted that in this country a man's reputation would never be considered other than the dearest of his possessions. It had been suggested that the Bill should be committed, with the view of introducing into it an amendment, constituting the person who published the agent of him who uttered the words. Of such a course he could not approve. He did not find that there was any real grievance in the existing law. His noble friend had failed to establish his case, and therefore the Bill ought not to be read a second time.

Lord Cranworth did not think that oral should be treated in the same manner as written slander. Such a rule would give rise to disgraceful pettifogging, as was exemplified in the law-books of the reigns of James I. and Charles I., when many questions were raised as to whether such and such words were not slanderous, so as to subject the person uttering them to an action. He was glad that, whether by judge-made law or otherwise, we had escaped from these difficulties, and, practically speaking, oral slander was not a ground of action. It had been said that there was little distinction between the act of directing libellous words to be published and that of uttering such words orally in public with the knowledge that they would be published. But under this Bill the injured party would bring his action against the publisher, who might plead that the report was a true and faithful one, made without malice.

Lord Campbell in reply said—The object of the Bill was in the first instance to give immunity to reports of Parliamentary proceedings, and next, to protect the public press to a certain extent in the publication of the proceedings at meetings of a particular description. Were their lordships prepared to say that they would invite reporters to attend, and would allow reports of their proceedings to go forth to the public, but that they would leave the proprietors of newspapers liable to be sued by civil action, or imprisoned upon criminal information, for the faithful discharge of this duty? Would they refuse to entertain any proposition for giving protection to the public press in the publication of faithful reports of proceedings at public meetings? His noble friend had greatly misunderstood the object of the 2nd clause, for he (Lord Campbell) had always regarded as wholly inadmissible the claim that complete immunity should be given with regard to everything that was said at every public meeting, and the clause applied exclusively to cases where no loss or damage was sustained.

Their lordships then divided, when there were—

Content	7
Not Content	35
Majority —	28

The Bill was consequently lost.

Appointment of Auditors of Trust Estates.

We reprint from the *Law Amendment Journal* a paper on this subject, by George Harris, Esq., Barrister-at-law:—

A very important, beneficial, and equitable measure was, during the last session of Parliament, passed into a law—and which this Society, and more especially its noble and learned president, was, to a large extent, the means of originating and promoting—by which trustees who fraudulently misappropriate the property confided to them are rendered liable to punishment as criminals. Many serious breaches of trust will no doubt be prevented by this means, and the property of persons who have recourse to trustees, in whom, for certain purposes, it is required to be vested, will henceforth be considerably more secure from being misapplied or squandered away. During the various discussions which have taken place in relation to the measure alluded to, while considering the hardships to which persons whose property is in trust have been frequently exposed through the gross dishonesty or wilful negligence of their trustees, reference was made to the corresponding hardships to which trustees themselves are also exposed no less frequently, and who, while desiring to act with strict fidelity and honesty, have, either through mistaken judgment or the erroneous advice of others, been induced to make improper and insecure investments of the trust fund, which they have in consequence eventually been called upon to replace, to the entire ruin of themselves and their families. The great uncertainty of the law relating to the regulation of trust property, has considerably added to the perplexities of trustees and their advisers, and has been in several instances the cause of the former being involved in litigation, ruinous alike to the trustee and the trust estate.

It does, therefore, now appear to be peculiarly desirable that some plan should be devised which will, on the one hand, enable those persons whose property is in trust at once to obtain an investigation into the real state of the trust fund, so that they may take measures, either under the Act alluded to, or of any other kind, to prevent its being misappropriated; and which will, on the other hand, enable trustees who desire to act correctly, and who, by the recent Act, are placed in a very dangerous position, and without having any remedial measure extended to them, at once to obtain an investigation into the state of the trust funds, and have any errors of which they may unwittingly have been guilty forthwith corrected before any serious consequences have ensued. No measure for this purpose appears better calculated to attain the desired end than the appointment of a certain number of duly qualified auditors of trust estates, both in London and in the country, to whom either the trustees or the cestuis que trust might apply for an investigation of the trust, particularly as to the mode in which the funds are invested, and who would at once enter on such inquiry, having before them all the parties and documents necessary to give information on the subject. When the trust fund was discovered to be wrongly applied, the auditor would at once give directions for its proper investment. Where it appeared that the trustees had fully performed their duty, a certificate should be granted to them which would fully exonerate them and their estates from all liability in respect of the trust.

No means are at present afforded, either to trustees or cestuis que trust, of obtaining such an investigation into the condition of the trust estate as is here proposed, except through a suit in Chancery, which is in all cases a very expensive, and, in most cases, also a very tedious process. Where the trust property is limited, it is of course out of the question resorting to such a remedy, so that persons in this condition, whose property is in jeopardy, are wholly without redress.

It does not appear to be necessary for the accomplishment of this very desirable object that any new offices should be created, or any fresh tribunal established. On the contrary, the tribunals already existing appear fully and easily capable of being adapted for all that is required. Resort might be had, in all cases where the trust property amounted to £1,000, to the bankruptcy commissioners, and in all cases where the trust property was below £1,000, to the judges of the county courts. On application to either of these Courts for an investigation of the state of the trust, either on the part of the trustees or the cestuis que trust, and a notice being given to the registrar of the court for that purpose, the commissioner or county court judge might be empowered to summon all necessary parties before him, together with the deeds and documents relating to the trust property and its investment, and to make such orders in the matter as the case appears to require. Where the property was being misappropriated, the Court would, of course

direct such proceedings to be taken as appeared necessary to recover the estate. Where an improper investment had been made, he would direct the money to be called in and re-invested on an approved security. Where the trust had been faithfully performed, the trustees ought to receive a certificate to that effect from the Court, which should exonerate them entirely from all liability whatever in respect of the trust, so long as the investments continue unaltered. And, if an order were to be made by the Court that no change in such investments should be made without the sanction of such Court, the trustees, who obtained their certificate, would be, in effect, fully relieved from all danger and responsibility in respect of the trust. An appeal might be given to the judge of the Prerogative Court, or to one of the vice-chancellors, in certain specified cases.

Those who have had experience in trust matters, either from being trustees, or having their property vested in trust, or from having been professionally concerned in transactions of this kind, will be able to testify how great a boon to the public a measure of this kind would prove, and how many persons would by this means be saved, not only from litigation and ruin, but rescued from all liability to be thus involved, from which trustees, in the present state of the law, however cautious, and however well advised, are never wholly free.

Court Papers.

Court of Chancery.

CAUSE LISTS.—EASTER TERM, 1858.

☞ *The following abbreviations have been adopted to save space:—*

A. Abated—*Adj.* Adjourned—*A. T.* After Term—*App.* Appeal—*C. D.* Cause Day—*Cl.* Claim—*Cts.* Costs—*D.* Demurrer—*Ex.* Exceptions—*F. C.* Further Consideration—*F. D.* Further Directions—*Mtn.* Motion—*P. C.* Pro Confesso—*Pl.* Plea—*Ptn.* Petition—*R.* Rehearing—*S. O.* Stand over—*Sh.* Short.

LORD CHANCELLOR AND LORDS JUSTICES.

APPEALS.

Swinfen *v.* Swinfen } (part heard—
Swinfen *v.* Swinfen } April 22)
Fripp *v.* The Bridgewater and Taunton Canal and Stolford Railway Harbour Company (part heard—April 19)
Somersetshire Coal Canal Company *v.* Harcourt
Wellesley *v.* Mornington }
Mornington *v.* Wellesley }
Bigg *v.* Strong
Lace *v.* Lee
Whitley *v.* Lowe
Vint *v.* Padgett
Brown *v.* The Stockton and Darlington Railway Company
Freme *v.* Brade
Astley *v.* The Manchester, Sheffield, and Lincolnshire Railway Company
Austen *v.* Boys
Davison *v.* Robinson
Sturgis *v.* Morse
Parker *v.* Taswell
Johnson *v.* Fesenmeyer
Attorney-General *v.* West

CAUSES.

King *v.* Roe (Fur. hearing)
Alston *v.* Eastern Counties Railway Company (Cause)
Williams *v.* The St. George's Harbour Company (Mtn. for dec.)

N.B.—The Full Court will sit on Wednesdays and Saturdays.

MASTER OF THE ROLLS.

CAUSES, &c.

Dalton *v.* Thompson (Cause).
Bainbridge *v.* Bainbridge (do.)
Attree *v.* Sherwin (Claim).
Page *v.* Page (Mtn. for dec.)
Redfern *v.* Batho (do. April 26).
Gregson *v.* Walker (Cause).
Ware *v.* Regent's Canal Co. (Cause).
Hoggard *v.* Makenzie (Mtn. for dec.)
Carver *v.* Richards (do.)
Reid *v.* Reid (do.)
Barker *v.* M'Nelle } (F. C. & Sums. to vary Cert.)
Meiklane *v.* Campbell (Mtn. for dec.)
Thursfield *v.* Edwards (do.)
Hutchinson *v.* Wright (do.)
Banister *v.* Kent (Cause).
Broadley *v.* Offen (do.)
Whowell *v.* Rickman (do.)
Bell *v.* Clarke (Mtn. for dec.)
Jaillon *v.* Evans (Cause).
Lindley *v.* Lindley (Mtn. for dec.)
In re Jones Gles'er *v.* Jones } (F. C. & Sums. to vary Cert.)
Fynn *v.* Lawrie (F. C.)
Watts *v.* Watts (do.)
Naish *v.* Briant (do.)
Ellis *v.* Eden (do.)
Collinson *v.* Coulthard (Cause)
Meyrick *v.* Laws (F. C.)
Withington *v.* Grace (do.)
Hayes *v.* Hill (Cause)
Bradnee *v.* Bradnee (Mtn. for dec.)
Slee *v.* Benson (do.)
Lees *v.* Lees (do.)
Iredell *v.* Iredell (Cause)
Ingle *v.* Richards (do.)
Angell *v.* Barker (Mtn. for dec.)
Huskisson *v.* Lefeare (Cause)
Blackmore *v.* Trude (Mtn. for dec.)
Barthrop *v.* Wade (Cause)
Hughes *v.* Jones (Cl.)
Watson *v.* Willmott (Mtn. for dec.)
Attorney-General *v.* Walker (do.)
Matthews *v.* Joule (Cause)
Course *v.* French (Cl.)
Bolton *v.* Stannard (Mtn. for dec.)
Attorney-General *v.* Norfolk Railway Co. (do.)
Hartley *v.* Stewart (Cause)
Huxtable *v.* Shelton (Mtn. for dec.)
Simmons *v.* Wilyams (F. C.)
Fairclough *v.* Eckersley (Cl.)
Priestley *v.* Baston (Mtn. for dec.)
Robson *v.* Clasper (do.)
Timins *v.* Stackhouse (Sp. C.)
Moore *v.* Smith (F., C.)
Chaffers *v.* Woolme (Cause)
White *v.* Turner (F. C.)
Roit *v.* Hopkinson (Cause)
Gardiner *v.* Slater (F. H. & F. C.)
The Regent's Canal Co. *v.* Ware (F. C. and Sums. to vary Cert.)
Carrall *v.* Rudstone (Mtn. for dec.)
Wright *v.* Coke (do.)
Kidd *v.* Wilkinson (do.)
Tansom *v.* Jacobs (do.)
Morley *v.* Tunstall (Cause)
Bright *v.* Larcher (do.)
Parnell *v.* Parnell (Mtn. for dec.)
Walker *v.* Storks (F. C. & Ptn. in re Reeve & Sums. to vary Cert.)
Bickerstaff *v.* Warbrick (Cause)
Olver *v.* Simpson (Mtn. for dec.)
Davy *v.* Tremlett (F. C.)
Owen *v.* Hinchliffe (Mtn. for dec.)
In re Oxley } (F. C., adj. from
Oxley *v.* Oxley } Chambers)
Benyon *v.* Amphlett (Mtn. for dec.)
Marshall *v.* Watson (do.)
Fox *v.* Taylor (Cl.)
Meek *v.* Shufflebotham (Cause)
Blandy *v.* Blandy (Adj. from Chambers)
Paine *v.* Stiles (Mtn. for dec.)
Millward *v.* Jones } (F. C.)
Lyster *v.* Jones }
Cator *v.* Townsend (Mtn. for dec.)
Wood *v.* Boucher (F. C.)
Williams *v.* Gardner (Cause)
In re Wood } (F. C. adj. from
Barry *v.* Yates } Chambers, sh.)
Bull *v.* Comberback (Mtn. for dec.)
Cauthorne *v.* Drury (do.)
Beaver *v.* Nowell (Cause)
Spence *v.* Handford (F. C.)
Neale *v.* Bacon (Mtn. for dec.)
Croft *v.* D'Andria (do.)
Fitzsimons *v.* Fitzsimons (do.)
Wotton *v.* Whittingham (F. C.)

VICE-CHANCELLOR SIR RICHARD T. KINDERSLEY.

CAUSES, &c.

Lord *v.* Colvin (Cause) } part heard
Colvin *v.* Lord (Cause) } part heard
Cochrane *v.* Cochran } part heard
Barton *v.* Colvin } rehearing } part heard
Lord *v.* Colvin } rehearing } part heard
Lord *v.* Colvin } rehearing } part heard
Lord *v.* Colvin } rehearing } part heard
Moorhouse *v.* Colvin (Cause) } part heard
Watson *v.* Raine (Cause, part heard)
Wilkes *v.* Groom (F. C.)
Best *v.* Garwood (do.)
Eldridge *v.* Eldridge (Cause)
Stockwell *v.* Perfect (Mtn. for dec.)
Groux's Improved Soap Co. *v.* Hayward } (do.)
Lousada *v.* Hooke (do.)
Earl Fortescue *v.* Hallet (Cause)
Milbank *v.* Thornhill (Sp. C.)
Butler *v.* Harwood (Mtn. for dec.)
Law *v.* Thorp (Cause)
M'Intosh *v.* M'Intosh (Mtn. for dec.)
Barrow *v.* Chantry (F. C.)
Lawrence *v.* Maule (Ex. to rept.)
Southgate *v.* Clinch (Mtn. for dec.)
Wilton *v.* Hill (F. C.)
Arundell *v.* Gould (do.)
Cream *v.* Cream (Claim)
Brotherston *v.* Brotherston (do.)
Taylor *v.* Butterworth (F. C.)
Champion *v.* Long (Cause)
Shepheard *v.* Shepheard (F. C.)
Higginson *v.* Blockley (Cause)
Lepar *v.* Cupit (F. C.)
Upton *v.* Butterfield (do.)
Tonge *v.* Sutcliffe (Mtn. for dec.)
Jones *v.* Jones (Cause)
Rogers *v.* Price (Mtn. for dec.)
Drakeford *v.* Stubbs (Cause)
Orton *v.* Gilbert (Mtn. for dec.)
Williams *v.* Rees (do.)
Walker *v.* Thomas (do.)
Munger *v.* Moores (Cause)
Attorney-Gen. *v.* Mathias (do.)
Haller *v.* Dean (Mtn. for dec.)
Gibbs *v.* Knight (do.)
Boyle *v.* Ibbotson (Cause)
Thompson *v.* Fullwood (Mtn. for dec.)
Dendy *v.* Dendy (do.)
Bank of London *v.* Hartley (do.)
Farmer *v.* Stanford (Cause)
Sloper *v.* Cottrell (do.).
Cope *v.* Evans (Mtn. for dec.)
Rumball *v.* George (Cause)
Goold *v.* Du Buisson (Mtn. for dec.)
Sharman *v.* Rudd. } (F. C. & Mtn. to vary Cert.)
Le Hunt *v.* Webster (Cause)
Mildmay *v.* Methuen (F. C.)
Loosely *v.* Sell (do.)
Painter *v.* Moyle } (do.)
Painter *v.* Moyle }
Bates *v.* Jeffrey (do.)

VICE-CHANCELLOR SIR JOHN STUART.

CAUSES, &c.

Redhead *v.* Stephenson (Mtn. for d.)
Prole *v.* Toady (do.)
Gould *v.* Gould (F. D. & csts.)
Rawlins *v.* Wickham (Cause)
Cole *v.* Eaton } F.C.
Hocknell *v.* Duke of Sutherland }
Lea *v.* Kimberley (Mtn. for dec.)
Oddie *v.* Brown ([3] F. C.)
Kemp *v.* Rose (Cause)
Roberts *v.* Waterhouse (Mtn. for d.)
Graham *v.* Burton (Cause)
Morgan *v.* Johnson (Mtn. for dec.)
Wilson *v.* De Polignac (do.)
McEachen *v.* McEachen (do., Ap. 30)
Hunter *v.* Hunter (Cause)
Bates *v.* Christ College, Cambridge (do.)
Wickham *v.* Bally (Mtn. for dec.)
Leighton *v.* Knight (do.)
Bourne *v.* Macconnell (Cause)
Coates *v.* Saunders (do.)
Bruges *v.* Cooper (Mtn. for dec.)
Garn *v.* Winterflood (Mtn. for dec.)
Starling *v.* Vine (do.)
Parker *v.* Harding (Cause)
Triston *v.* Mellor (Mtn. for dec.)
Ross *v.* Ely (F. C.)
Duce *v.* Pearson (Mtn. for dec.)
Wynn *v.* Townsend (F. C. & Mtn.)
Walker *v.* Whitehouse (F. C.)
Starkey *v.* Starkey (Mtn. for dec.)
Bishop *v.* Webb (F. C.)
Morgan *v.* Davies } (do.)
Morgan *v.* Mason }
Dowson *v.* Sturgis (Mtn. for dec.)
Hawks *v.* Baries (do.)
Evans *v.* Nixon (F. C.)
Lord Leigh *v.* Harding (Mtn. for d.)
Curtis *v.* Blake (F. C.)
Bayley *v.* Barnes (Cause)
Woodgates *v.* Obbard (Mtn. for dec.)
Hawkins *v.* Hawkins (do.)
Tewart *v.* Lawson (F. C.)
Lucas *v.* Diller (Cause)
Metaxa *v.* Wilkie (F. C.)
Colthurst *v.* Cox (Cause)
Baily *v.* Moon (Mtn. for dec.)
Brockman *v.* Jones (do.)
Jacobs *v.* Shirreff (Claim)
Bonington *v.* Parkinson (F. C.)
Fryer *v.* Fryer (Mtn. for dec.)
Bridges *v.* Jackson (do.)
Bell *v.* Child (Cause)
Thomas *v.* Baker (Mtn. for dec.)
Metcalfe *v.* Wesley (do.)
Brown *v.* Brown (do.)
Eaton *v.* Eaton (Cause)
Wright *v.* The London Dock Company (Mtn. for dec.)
Carne *v.* Long (do.)
Phillips *v.* West (Cause)
Benson *v.* Tregear (Mtn. for dec.)
Sullivan *v.* Cowley (Cause)
Harris *v.* Beavan (Mtn. for dec.)
Attorney-Gen. *v.* Hanmer (Cause)
Tanner *v.* Lechmere (Mtn. for dec.)
Bell *v.* Edge (Cl.)
Bradley *v.* Nevins (Mtn for dec.)
Taylor *v.* Cowley (Cause)
Rossall *v.* Charnley (do.)
Rogers *v.* Stickly (Mtn. for dec.)
Alford *v.* Parsons (Cause)
Hardwick *v.* Pickering (Mtn. for dec.)
Tindall *v.* Powell (Cause)
Adams *v.* Abbott (F. C.)
Evans *v.* Jennings (Mtn. for dec.)
Lloyd *v.* Allcock (Cause)
Hodgson *v.* Lett (F. C.)
Clare *v.* Gill (Mtn. for dec.)
Cocks *v.* Stanley } (F. C.)
Brooke *v.* Stanley }

VICE-CHANCELLOR SIR WILLIAM P. WOOD.

CAUSES, &c.

Bourdillon *v.* Roche (Cause)
Jones *v.* Page } (do.)
Mingay *v.* Page }
Robins *v.* Pearce (M. for dec. May 6)
Beavan *v.* Macqueen (Cause)
Kennett *v.* Hunt (do.)
Wythes *v.* Labouchere (do.)
Perkins *v.* Owen (do.)
Crashwaite *v.* Dean (F. C.)
Benson *v.* Sarl (Cause)
Perkins *v.* Mellor (F. C.)
Powell *v.* Aiken (Cause)
Abbott *v.* Blair (do.)
Foster *v.* Strong (do.)
Earp *v.* Lloyd (Mtn. for dec., Ap. 24)
Smith *v.* Lay } (F. C. & Mtn. to vary Cert.)
Clarke *v.* Franklin (F. C.)
Andrews *v.* Taylor (do.)

Clements v. Nightingale } (F.C.)
Nightingale v. Clements }
Hebblethwaite v. Hebblethwaite (do.)
Jennings v. Cook (do.)
Wright v. Lamb } (do.)
Wright v. Lietch }
Ferris v. Goolburn (do.)
Gardner v. Smith (do.)
Tagg v. Tagg (Mtn. for dec.)
Wharton v. Barker [3] (F. C.)
Attorney-Gen. v. East Dereham Corn Exchange Co. } (Mtn. for dec.)
In re Clarke Shaw v. Clarke } (F. C. adj. from Chambers.)
Watson v. Murray } (F. C.)
Watson v. Sturgis }
Johnston v. Moore (Sp. C.)
Tucker v. Kayess (do.)
Douglass v. Burdekin [3] (F. C.)
Eyre v. Monro (do.)
Jones v. Catt (Mtn. for dec.)
Richmond v. Cheyne } (F. C.)
Cheyne v. Richmond }
Ivimey v. Gibbons (Mtn. for dec.)
Holland v. Johnson (do.)
Watt v. Graham (do.)
Bristowe v. Whitmore (do.)
Bennion v. Poyser (F. C.)
In re Sadler Sadler v. Rickards (do.)
Tassell v. Smith (Sp. C.)
Sutton v. Pass (Cause)
Stebbing v. Atlee [3] (F. C.)
Jayne v. Harris (Mtn. for dec.)
Brooke v. Maries (Cause)
Badcock v. Graves (Mtn. for dec.)
Griffiths v. Leeson (do.)
Cormack v. Brisly (do.)
Fraser v. Head (F. C.)
Payne v. Battey (do.)
David v. David (Mtn. for dec.)
Adamson v. The Trustees of the Birkenhead Docks (do.)
Chesshire v. Vere (Sp. C.)
Clarke v. Sturgis (F. C.)
Webster v. Boddington (M. for dec.)
Cockram v. Rogers [2] (F. C.)
Hogarth v. Robson (Sp. C.)
Thornton v. Stockill (F. C.)
Jones v. Jones (do.)
Usticke v. Peters (Sp. C.)
Aspinall v. London & North-Western Ry. Co. (F. C. & M. to vary Cert.)
Cresswell v. Hankins (F. C.)
Ruffell v. Pattison (do.)
Warren v. Ruddall } (do.)
Hall v. Warren }
Attorney-Gen. v. Chamberlaine (M. for dec.)
Peterson v. Elwes (F. C.)
Mills v. Hunt (do.)
Oakley v. Jackson } (do.)
Oakley v. Parkes }
Cole v. Exley (do.)
Yeomans v. Yeomans (do.)
Adams v. Adams (do.)
Waraker v. Crouch (do.)
Balm v. Langham (Cause)
Colthurst v. Codrington (do.)
Stillingfleet v. Woolmer (Mtn. for dec.)
Wildbore v. Gregory (do.)
Taylor v. Taylor (Cause)
Crighton v. Thackwray (Mtn. for dec.)
Norris v. Allen (do.)
Langdale v. Whitfield (F. C. and Sums. to vary Cert.)
Harrison v. Pennell (Mtn. for dec.)
Blackmore v. Powell (do.)
Harcombe v. Berryman (Cause)
Lane v. Page (Mtn. for dec.)
Helling v. Lumley (do.)
The Collins Company v. Reeves (do.)
Ross v. Simson (do.)
Sudlow v. Fenton (Sp. C.)
Lister v. Firth (Mtn. for dec.)
Lister v. Leather (do.)
Lister v. Clough (do.)
Shaw v. Shaw (Cl.)
John v. John (F. C.)

Births, Marriages, and Deaths.

BIRTHS.

CRACKNALL—On April 11, at St. John's-gardens, Notting-hill, the wife of Stephen Cracknall, Esq., of Lincoln's-inn, Barrister-at-Law, of a son.

STEPHEN—On April 7, at 23 Victoria-road, Kensington, the wife of James Stephen, Esq., Barrister-at-Law, of a son.

TYLEE—On April 12, at 130 Cambridge-street, Warwick-square, the wife of Henry Tylee, Esq., of a daughter.

WILKINS—On April 11, at the Terrace, Barnes, the wife of W. H. Wilkins, Esq., of a daughter.

WISE—On Feb. 10, at Enmore-lodge, Newton, Sydney, N.S.W., the wife of Edward Wise, Esq., Barrister-at-Law, of a son.

MARRIAGES.

BROWN—CARRINGTON—On April 6, at the parish church, Croxden, Staffordshire, by the Rev. E. Whieldon, G. F. Brown, Esq., Solicitor, Ashby-de-la-Zouch, to Elizabeth, eldest daughter of John Carrington, Esq., of Croxden-abbey.

HARRIS—SUTHERLAND—On April 10, at St. Paul's church, York-place, Edinburgh, by the Rev. Edward Sterling Murphy, M.A., Joseph Harris, Esq., of Bishopsgate-churchyard, London, Solicitor, and of Upper Addiscombe-road, Croydon, youngest son of the late John Harris, Esq., of Hawkmore, Devon, to Alexandrina, only surviving child of the late Alexander Sutherland, Esq., of Edinburgh, and of the Forfar and Kincardine Regiment of Militia.

WATSON—KEITH—On Jan. 16, at St. James's church, Sydney, N.S.W., by the Rev. Mr. Allwood, Joseph Frederick, fifth son of Mr. William Watson, of 20 Milk-s.reet, Cheapside, and 14 Colebrooke-row, Islington, to Isabella, first daughter of the late E. J. Keith, Esq., Solicitor, of Sydney.

WESTALL—DESBOROUGH—On April 8, at St. Giles's church, Camberwell, by the Rev. Henry John Desborough, brother of the bride, assisted by the Rev Henry Rendall, Rector of Great Rollright, Oxon, Harry John Westall, of St. Mary Abbot's-terrace, Kensington, to Elizabeth, fourth daughter of Laurence Desborough, Esq., of Grove-hill, Camberwell.

DEATHS.

ADDISON—On April 10, Joseph Addison, Esq., of Dean's-yard, Westminster, Barrister-at-Law, and Bencher of the Inner Temple.

FOSTER—On April 9, at Alderley-edge, Cheshire, aged 62, John Frederic Foster, Esq., Chairman of the Salford Quarter Sessions.

JONES—On April 9, at Chester-place, Kennington, aged nine months, Montgomery Pryce, the infant son of Mr. Jones, Solicitor, St. Martin's-lane.

WHEELER—On April 11, at Richmond, Surrey, aged 29, Wykeham Wheeler, Solicitor, last surviving son of the late Charles Henry Wheeler, Esq., of College-street, Winchester.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

Carter, Richard, Victualler, Clarence-place, Regent's-park, £20 Consols.—Claimed by Eliza Elizabeth Spittle, wife of Mark Woodhall Spittle, administratrix with the will annexed.

Clarenza, Julia, Widow, Torquay, Devon, £655 New Three per Cents.—Claimed by James Patten, sole executor.

Gaillier, Mary, Widow, Edwards-street, Portman-square, £3,666 : 13 : 4 Consols.—Claimed by Thomas Parker, surviving executor of Elizabeth de Noual, Baroness De Noual, Widow, who was the surviving executor of Peter Baron De Noual, who was the surviving executor, who has claimed the same.

Grove, John, M.D., and Emma Philippa Grove, Spinster, both of the Close, Salisbury, £107 : 13 : 8 Consols.—Claimed by John Grove and Emma Philippa Grove.

Knapp, Eleanor, Widow, Southampton, £364 : 14 : 1 Consols.—Claimed by Stephen Ram and Henry Hughes, the executors.

Loudon, Charles, M.D., and John Morford Cottle, Esq., both of Leamington Priors, Warwickshire, £56 : 16 : 4 Consols.—Claimed by John Morford Cottle, the survivor.

Pugh, Robert, Coal Merchant, Salisbury-street, Strand, and Robert Hugh Wilson Ingram, Esq., Denmark-hill, Camberwell, £67 : 4 : 9 Consols.—Claimed by Robert Hugh Wilson Ingram, the survivor.

White, Edward, Esq., Greek-street, Soho, and William White Cooper, a Minor, £161 : 12 : 1 New Three per Cents.—Claimed by William White Cooper (now of age), the survivor.

Wood, John, Alfreton, Derbyshire, and Henry Walters, Druggist, Alfreton, Trustees to the Trustees of Swanwick School, Derbyshire, £36 : 13 : 1 Reduced.—Claimed by John Wood and Henry Walters.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette *and elsewhere during the Week.*

Burchett, Thomas, late of the parish of St. Mary, Rotherhithe, in the county of Surrey, Sail Maker (who died in or about the year 1801). Next of kin to apply to Devonshire & Wallinger, 8 Old Jewry, London.

Shave, John Taylor, late of Essex, died in Calcutta, four years ago. Relatives to commnnicate, by letter, with R. H., care of Mr. Barker, 8 Birchin-lane, Cornhill.

Watson, Captain William, who died at Philadelphia, U.S., a few years ago. He was the eldest son of Thomas Watson, who resided in Shields, and Isabel Dalgliesh or Watson, his wife. It is known they had two younger sons, named Thomas Watson and John Watson, who were both sailors. Next of kin to apply to Stuart & Blackwood, Writers, Peebles.

Money Market.

CITY, Friday Evening.

The Chancellor of the Exchequer has stated it to be his intention to proceed with the Budget on Monday next. The English Funds advanced ¼ per cent. in the early part of the week, but have since receded, and closed this afternoon at 96½ per cent. for money, being about the same as this day week. In the new Indian Loan there has been more buoyancy. On Monday the quotation reached par, which has not been quite sustained, the closing price this afternoon being 99¾ per cent. The first instalment was not paid up without some defaulters. The amount for which tenders were received was £4,800,000. The instalment was paid upon about £4,500,000. Holders to a considerable amount have exercised the option of paying in full. Money continues very easy; lenders at 2 per cent are said to plentiful on the Stock Exchange, and arrivals of specie from abroad have again been large. From the Bank of England return for the week ending the 14th inst., it appears that the amount of notes in circulation is £20,481,015, being an increase of £435,675, and the stock of bullion in both departments is £18,307,329, showing a decrease of £4,069 when compared with the previous return.

In the Railway Share market there is very little activity, and several of the chief English lines manifest some depression. A dividend of 6 per cent. per annum was declared to-day at the Commercial Gas Company's meeting.

Failures have occurred of several houses connected with the East Indies, and considerable anxiety is excited with regard to that branch of trade. Depreciation in the value of produce, and the absence of remittances, have extensively an unfavourable effect.

The deputations engaged in an attempt to settle the disputes and competition between the London and North Western and the Great Northern and Manchester, Sheffield, and Lincolnshire Railway Companies, have terminated their efforts unsuccessfully. The withdrawal from the deputations of the power to settle rates and fares necessarily brings their labours to a close. All the points in dispute have at different times been assented to on both sides. The London and North Western Company are prepared to carry the arrangements into effect, and no obstacle would now exist had the deputations also received the formal concurrence of the Great Northern and Manchester and Sheffield Companies; but those companies, while agreeing to four out of the five points, have now withdrawn from the deputations their authority to arbitrate on the remaining question—that of rates and fares. With regard to the proposal to refer the rates and fares to the consideration of the traffic managers of the respective companies, without any mode of determining a difference of opinion, the deputations, remembering that this particular question was referred to their decision in consequence of those gentlemen being unable to

dispose of it themselves, consider the suggestion illusory, and calculated to postpone any settlement for an indefinite period.

A committee of the Manchester Town Council have resolved that a second railway communication, with undivided responsibility, between their city and London, would be a great public advantage, and they recommend a petition in favour of legalising the union between the Manchester, Sheffield, and Lincolnshire and Great Northern Railway companies.

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	220	220 2	222 220	220½ 2	221½ 2	222
3 per Cent. Red. Ann...	95½ ⅝	95½ ¼ ½	95⅝ ½	95⅜ ½ ⅝	95¼ ⅜ ⅝	95⅝
3 per Cent. Cons. Ann...	96¾ ⅝	96¾ ⅝ ⅞	96½ ⅝ ⅞	96½ ⅝ ¾	96⅝ ½ ¾	96¾
New 3 per Cent. Ann...	95½ ⅜	95¼ ¼ ½	95⅜ ½ ⅜	95⅜ ¼ ⅜	95½ ⅜ ⅝	95¼
New 2½ per Cent. Ann..	..	80¼ ¼	..	..	..	..
5 per Cent. Annuities ..	..	..	..	..	..	..
Long Ann. (exp. Jan. 5, 1860)	..	1 ⅝	1 11-16	1⅝11-16	1⅝11-16	..
Do. 30 years(exp.Oct. 10, 1859)	..	..	1 7-16	..	1⅜ 7-16	..
Do. 30 years (exp.Jan. 5, 1860)	..	..	..	..	..	..
Do. 30 years (exp.Apr. 5, 1885)	..	..	..	..	18	..
India Stock	223	220½	..	..	223	220½
India Loan Debentures..	98⅝ ¾ 9⅛	99¼ ⅝	99⅝	99⅝	..	..
India Scrip	..	99¼ 100	99⅞ ⅝ ¾	99⅞	99¾ ⅝ ⅞	99⅞
India Bonds (£1,000) ..	..	22s p	21s 18sp	20s p	21s p	21s p
Do. (under £1,000)	21s p	21s 18sp	21s p	17s p	18s p	21s p
Exch. Bills (£1000) Mar.	..	..	40s p	..	39s p	38s p
Ditto June....	38s p	38s 5sp	39s 35s	35s 7s p	35s 6s p	34s p
Exch. Bills (£500) Mar.	40s p	..	..	39s p	..	..
Ditto June....	35s p	36s 9s p	..	35s p	38s p	35s p
Exch. Bills (Small) Mar.	..	36s p	..	..	36s p	39s p
Ditto June	..	39s35s p	39s p	36s 8s p	35s 8s p	..
Do. (Advertised)	..	..	..	..	..	..
Exch. Bonds, 1858, 3½ per Cent.	..	99⅞ 100	..	99⅞ 100	..	..
Exch. Bonds, 1859, 3½ per Cent	..	101	101	100⅞ 1⅛	100⅞ 1	100 ⅞

Railway Stock.

RAILWAYS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Birk. Lan. & Ch. Junc..	..	..	..	..	..	..
Bristol and Exeter	88½	..	..	..	89	88 9
Caledonian	84¼ 3½	83¾ 4¼ ¾	84½ ¼ 5	85⅜	84⅞ 5 4	83½ 3 4
Chester and Holyhead..	..	..	..	..	36	36
East Anglian	16⅜	..	16⅜ ½	..	..	16½
Eastern Counties	58⅛ ½	57⅜ 8⅛	57½ 8¼	57¾ ½	57⅜ ½	57 ⅜
Eastern Union A. Stock.	..	..	..	..	..	..
Ditto B. Stock	30¼	..	..	..	..	..
East Lancashire	..	86 ½	..	..	86	..
Edinburgh and Glasgow	..	..	63¼	..	..	..
Edin. Perth, and Dundee	27⅜	..	..	28	..	..
Glasgow & South-Westn.	..	..	..	..	..	..
Great Northern	101⅜	..	102 2½	101½	101⅜	101 ½
Ditto A. Stock	87½ 8	..	87 8½ 8	..	88	85
Ditto B. Stock	..	..	127	126½	..	126
Gt. South & West. (Ire.)	..	..	98⅞ 9	..	99½	99
Great Western	57½ 6½ ¾	56⅞ ¼ ⅞	56⅞ 7	56⅛	56¾	56 ⅜
Do. Stour Vly. G. Stk.	..	..	..	..	..	..
Lancashire & Yorkshire	87⅜	87¼ ⅜	87½ ⅞ ½	87½	87½ ¼ ⅛	87¼ ½ ⅛
Lon. Brighton & S. Coast	105⅛ 6	..	105	105 ½ 4½	..	106
London & North-Wstrn..	94⅛ 4	94¼ 4½	94⅛ ⅜ 4	94⅜ 3⅞	93¼ 3 ⅝	92⅞ ½ ⅜
London & South-Westrn.	92¼ ⅜	91⅜ 2 ½	92¼ 2	92	91⅜ ½ 2¼	91½ 2¼
Man. Sheff. & Lincoln..	36¼ 6	..	36	36½	36¼ 6	..
Midland	92 ⅛ 1⅜	90⅜ 1½ 2	92 1⅜ 2½	..	90⅜ 1½ 1	90½
Ditto Birm. & Derby	..	63	63 4⅜	..	63⅜ 2⅜	..
Norfolk	..	..	..	59⅞	59	59¼ 8½
North British	52½ ⅜	52½ ¼ ⅜	52¼ ⅜ ½	..	52¼	52⅜
North-Eastern (Brwck.)	..	91 90¾ 1	90⅜ 1¼	91 ½	91½ 1¼	91⅜
Ditto Leeds	..	..	47¼	..	46⅜	47
Ditto York	73½	73 ½	73½ 3 ¼	73¼	73¾	72½
North London	..	..	..	..	..	..
Oxford, Worc. & Wolver.	..	..	30	..	..	30
Scottish Central	..	106 x d	107½	..	..	..
Scot. N.E. Aberdeen Stk.	27	26⅞	27	..	..	27 6⅜
Do. Scotsh. Mid. Stk.	79 x d	..	..	..	..	79
Shropshire Union	45 6	..	..	45½	45½ 4½	..
South Devon	..	36	35⅜	..	..	..
South-Eastern	69	69	..	..	..	68¼ ⅜
South Wales	..	82¼ 3¼	..	..	..	..
Vale of Neath	100½	..	..	101	..	100 1

Insurance Companies.

Equity and Law	6
English and Scottish Law	4
Law Fire	3⅝
Law Life	63 4
Law Reversionary Interest	19
Law Union	par
Legal and Commercial	par
Legal and General Life	5½
London and Provincial Law	3
Medical, Legal, and General	par
Solicitors' and General	par

London Gazettes.

Commissioners to administer Oaths in Chancery.

TUESDAY, *April* 13, 1858.

MAULE, EDWARD, Gent., of Huntingdon.—*April* 8.

FRIDAY, *April* 16, 1858.

HOWLETT, WILLIAM ENGLAND, Gent., Kirton-in-Lindsey.—*April* 14.

JONES, JOHN HUMPHREY, Gent., Portmadoc, Carnarvon.—*Mar.* 26.

VALLANCE, HENRY WELLINGTON, Gent., 12 Tokenhouse-yard, and 3 St. George's-rd., Eccleston-sq., to be a London Commissioner.—*Jan.* 23.

Bankrupts.

TUESDAY, *April* 13, 1858.

ARKLE, JAMES, Currier, Sunderland *Com.* Ellison: April 21, at 11; and May 20, at 1; Royal-arcade, Newcastle-upon-Tyne. *Off. Ass.* Baker. *Sols.* Fleming, Newcastle-upon-Tyne; or Bell, Brodrick & Bell, Bow-churchyard, London. *Pet.* April 1.

ARMSTRONG, BENJAMIN, Ironmonger, Sunderland. *Com.* Ellison: April 28 and May 21, at 11; Royal-arcade, Newcastle-upon-Tyne. *Off. Ass.* Baker. *Sols.* E. & H. Wright, Birmingham; or Harle, Bush, & Co., 20 Southampton-bldgs., Chancery-lane, London, and 2 Butcher-bank, Newcastle-upon-Tyne. *Pet.* April 1.

BLAXLAND, THOMAS, Grocer, 20 High-st., Maidstone. *Com.* Goulburn: April 28, at 1.30; and June 2, at 12; Basinghall-st. *Off. Ass.* Pennell. *Sols.* Doyle, 2 Verulam-bldgs., Gray's-inn; or Morgan, Maidstone, Kent. *Pet.* April 12.

CAREW, FRANCIS HALLOWELL, Cab Proprietor, Little Grove-st., Lisson-grove, Paddington. *Com.* Fonblanque: April 24, at 1; and May 18 at 12; Basinghall-st. *Off. Ass.* Graham. *Sols.* Dangerfield & Fraser, 26 Craven-st., Strand. *Pet.* April 9.

COX, GEORGE, Grocer, Wrexham, Denbighshire. *Com.* Stevenson: April 22 and May 14, at 11; Liverpool. *Off. Ass.* Turner. *Sols.* Evans & Son, Liverpool. *Pet.* April 10.

DEWDNEY, THOMAS, Rag Merchant and Paper Manufacturer, Bathford, Somersetshire. *Com.* Ayrton: April 26 and May 24, at 11; Bristol. *Off. Ass.* Acraman. *Sols.* Savory, Clarke, Fussell, & Prichard, Corn-st., Bristol. *Pet.* April 1.

DYER, DAVID LOGAN, Currier, 15 Queen-st., Seven Dials. *Com.* Evans: April 23, at 12; May 27, at 1; Basinghall-st. *Off. Ass.* Johnson. *Sol.* Bousfield, 14A Philpot-lane. *Pet.* April 8.

FRANCIS, THOMAS, Plasterer, 6 Cross-rd., Islington. *Com.* Fonblanque: April 24, at 10.30; and May 21, at 1; Basinghall-st. *Off. Ass.* Graham. *Sol.* Jones, 20 King's Arms-yard. *Pet.* April 10.

HANSON, BENJAMIN, Cotton Waste Dealer, Paddock, Huddersfield. *Com.* Ayrton: April 20 and May 24, at 11; Commercial-bldgs., Leeds. *Off. Ass.* Hope. *Sols.* Barker & Son, Huddersfield; or Bond & Barwick, Leeds. *Pet.* Mar. 27.

JONES, WILLIAM, Innkeeper, East Grinstead. *Com.* Goulburn: April 29, at 12; and May 31, at 11.30; Basinghall-st. *Off. Ass.* Nicholson. *Sol.* Palmer, Mitre-ct.-chambers, Temple. *Pet.* April 7.

LANCASHIRE, HENRY JOSEPH, Spirit Merchant, Dudley, Worcestershire, and Bilston, Staffordshire. *Com.* Balguy: April 24 and May 15, at 11.30; Birmingham. *Off. Ass.* Kinnear. *Sol.* Plunkett, West Bromwich; or Smith, Birmingham. *Pet.* April 12.

MILNER, CHARLES, Tobacconist, 94 Cannon-st. *Com.* Goulburn: April 26, at 12; and June 2, at 1; Basinghall-st. *Off. Ass.* Pennell. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers. *Pet. for Arrngt.* Nov. 13.

PAGE, ROBERT, Coal Owner, Forest of Dean, Gloucestershire, and Dover. *Com.* Fonblanque: April 27, at 12.30; and May 21, at 1.30: Basinghall-st. *Off. Ass.* Graham. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers. *Pet.* April 12.

PELHAM, GEORGE BROWNE, Builder, 11 Albert-st., Camden-town. *Com.* Fane: April 21, at 2; and May 21, at 12; Basinghall-st. *Off. Ass.* Cannan. *Sol.* Steinberg, 61 Watling-st., and not *Oldershaw, 14 St. Swithin's-lane, as advertised in last Friday's Gazette.* *Pet.* April 1.

SMITH, GEORGE, Grocer, Bull-ring, Birmingham. *Com.* Balguy: April 28 and May 19, at 10. *Off. Ass.* Whitmore. *Sols.* Hodgson & Allen, Birmingham. *Pet.* April 9.

STERN, EDWARD OTTO, & HENRY DALWAY WHITCHURCH BALDWIN, Merchants, Newcastle-upon-Tyne. *Com.* Ellison: April 21, at 12.30; and May 19, at 12; Royal-arcade, Newcastle-upon-Tyne. *Off. Ass.* Baker. *Sols.* Chater, Arnott, & Chater, Mosley-st., Newcastle-upon-Tyne; or Bell, Broderick, & Bell, Bow-church-yard, London. *Pet.* Mar. 31.

WALES, EDWARD, Coal and Ironstone Master, Cobridge, Burslem, Staffordshire, lately carrying on business in copartnership with John Brayford & Abraham Brayford, at Cobridge (E. Wales & Co.) *Com.* Balguy: April 26 and May 17, at 10; Birmingham. *Off. Ass.* Whitmore. *Sols.* Cooper, Tunstall; or Hodgson & Allen, Birmingham. *Pet.* April 12.

FRIDAY, *April* 16, 1858.

BARNES, JOHN THOMAS, Builder, Maryland Point, Stratford, Essex, formerly of 15 Lower Queen's-row, Pentonville. *Com.* Fonblanque: April 30 and May 29, at 1; Basinghall-st. *Off. Ass.* Stansfeld. *Sol.* Pearce, 8 Giltspur-st. *Pet.* April 13.

BOHTLINGK, ALEXANDER, & GEORG ARNOLD GUSTAV ESSER (Böhtlingk & Co.), Merchants, Liverpool. *Com.* Perry: May 3 & 31, at 11; Liverpool. *Off. Ass.* Morgan. *Sols.* Holden & Son, York-bldgs., Liverpool. *Pet.* April 14.

BUTLER, SPILSBURY, CHRISTOPHER BAKER, & CHARLES EDWARD BAKER, Wire Drawers, Birmingham. *Com.* Balguy: April 26 and May 17, at 10; Birmingham. *Off. Ass.* Kinnear. *Sols.* Fitter & Warden, Birmingham; or Ryland & Martineau, Birmingham. *Pet.* April 14.

DICKINSON, JOHN GLADWIN, Draper, 30 Robertson-st., Hastings. *Com.* Goulburn: April 28, at 11; and June 2, at 2; Basinghall-st. *Off. Ass.* Nicholson. *Sol.* Fitch, 23 Southampton-st., Bloomsbury. *Pet.* April 13.

PATCH, JOHN, Grocer, Northampton. *Com.* Fonblanque: April 27, at 11.30; and May 29, at 1.30; Basinghall-st. *Off. Ass.* Stansfeld. *Sols.* Thomson & Son, 60 Cornhill. *Pet.* April 7.

PYBUS, CHRISTOPHER, Spirit Merchant, Catterick, Yorkshire. *Com.* West: April 30 and May 28, at 11; Commercial-bldgs., Leeds. *Off. Ass.* Young. *Sols.* Robinson & Mitcalfe, Richmond; or Bond & Barwick, Leeds. *Pet.* April 10.

STEWARD, CHARLES HENRY, Corn, Hay, and Straw Merchant, 73 Tothill-st., Westminster. *Com.* Fonblanque: April 30 and May 29, at 12; Ba-

singhall-st. *Off. Ass.* Stansfeld. *Sol.* Hall, 49a Lincoln's-inn-fields. *Pet.* April 13.

SULLIVAN, Joseph, Victualler, Canterbury-hall, Mary-le-Port-st., Bristol. *Com.* Ayrton: April 27 and May 25, at 11; Bristol. *Off. Ass.* Acraman. *Sols.* Brooke, Smith, & Vassall, Small-st., Bristol, *Pet.* April 13.

TAYLOR, Thomas, Flint Grinder and Miller, Moddershall-mill, Stone, Staffordshire. *Com.* Balguy: April 29 and May 20, at 11.30; Birmingham. *Off. Ass.* Whitmore. *Sol.* Smith, Birmingham. *Pet.* April 9.

WILD, William, Carman, Counter-st., Southwark. *Com.* Goulburn: April 26. at 1; and June 7, at 12; Basinghall-st. *Off. Ass.* Pennell. *Sols.* Bennett & Stark, 4 Furnival's-inn, Holborn. *Pet.* April 13.

WILLIAMS, Charles, Ship Smith, Cardiff. *Com.* Ayrton; April 26, at 12; and May 25, at 11; Bristol. *Off. Ass.* Miller. *Sols.* Waldron, Cardiff; or Bevan & Girling, Bristol. *Pet.* Mar. 29.

WORSLEY, Thomas, Cotton Spinner, Cat Clough, Baxenden, Lancashire. April 30 and May 21, at 12; Manchester. *Off. Ass.* Hernaman. *Sol.* Sutton, Marsden-st., Manchester. *Pet.* April 8.

YOXALL, William, Saddler, Ashton-under-Lyne. May 4 and June 1, at 12; Manchester. *Off. Ass.* Pott. *Sol.* Gartside, Ashton-under-Lyne. *Pet.* April 13.

BANKRUPTCY ANNULLED.

Friday, *April* 16, 1858.

Bennett, Samuel, Commission Agent, Manchester.—April 12.

MEETINGS.

Tuesday, *April* 13, 1858.

Bishop, Matthew Edwin, & Edward Sheppard Gissing, Wholesale Stationers, 76 Cannon-st. West. M. E. Bishop, residing at 1 Albert-villas, Seven Sisters-rd., Hornsey-rd.; and E. S. Gossing, at 5 Regina-rd., Hornsey-rd. *Div.* joint est.; and sep. est. of M. E. Bishop, May 6, at 11; Basinghall-st. *Com.* Goulburn.

Blow, Robert, & John Blow, Corn & Coal Merchants, Great Grimsby, Lincolnshire. *Div.* sep. est. of each, May 5, at 12; Commercial-bldgs., Leeds. *Com.* Ayrton.

Broughton, Thomas Arbuthnot Brown, Corn Merchant, Welsh-back, Bristol. *Div.* May 13, at 11; Bristol. *Com.* Hill.

Brown, George John, Rope Manufacturer, Hartlepool, Durham. *Last Ex.* (*by adj.* from Mar. 24) April 26, at 11.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

Cave, Robert, Fishmonger, Thames-st., Windsor. *Div.* May 6, at 12; Basinghall-st. *Com.* Goulburn.

Cochran, Loran de Wolf, Ship Owner, South Sea House, Threadneedle-st. *Div.* May 5, at 1; Basinghall-st. *Com.* Goulburn.

Fennell, Richard, Commission Agent, 22 Aldermanbury. *Div.* May 4, at 12; Basinghall-st. *Com.* Evans.

Filler, William Bromley, Merchant, 41 Lime-st. *Div.* May 5, at 12.30; Basinghall-st. *Com.* Goulburn.

Grottick, Samuel, Hatter, 188 Blackfriars-rd. *Last Ex.* April 24, at 11.30; Basinghall-st. *Com.* Fonblanque.

Hall, John, Mill Maker, Dudley and Oldswinford, Worcestershire. *Div.* May 7, at 10; Birmingham. *Com.* Balguy.

Hall, Robert, & Thomas Hyde, Mill Manufacturers, Dudley, Worcestershire. *Div.* May 7, at 10; Birmingham. *Com.* Balguy.

Harker, Leonard, Ship Owner, 52 Gracechurch-st. (Harker & Co.) *Last ex.* (*by adj.* from Feb. 26) April 24, at 12; Basinghall-st. *Com.* Fonblanque.

Harris, William, Hay, Straw, & Corn Dealer, West Bromwich. *Div.* May 6, at 11.30; Birmingham. *Com.* Balguy.

Henderson, Peter Edwin, Civil Engineer, Cannon-st, and theretofore at 15 Bush-lane, Cannon-st. *Div.* May 6, at 11; Basinghall-st. *Com.* Goulburn.

Hodgson, Samuel, Stationer, Great Marylebone-st. *Div.* May 4, at 12; Basinghall-st. *Com.* Holroyd.

Johnston, William, Currier, Lower Church-st., Whitehaven, Cumberland. *Last Ex.* April 28, at 1; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

Lane, Henry, Bookseller, Norbiton, Kingston, Surrey. *Div.* May 6, at 11.30; Basinghall-st. *Com.* Goulburn.

Pickering, Hugh, Brush Maker, Spring Garden Mill, Burnley, Lancashire, of firm of Hugh Pickering, John Pickering, Richard Caton Pickering, John Wilson Pickering, Cotton Spinners, Burnley (Pickering, Brothers). *Div.* May 6, at 11; Manchester. *Com.* Skirrow.

Pickering, John, Brush Maker, Bury, Lancashire, of firm of Hugh Pickering, John Pickering, Richard Caton Pickering, and John Wilson Pickering, Cotton Spinners, Burnley (Pickering, Brothers). *Div.* May 6, at 12; Manchester. *Com.* Skirrow.

Ross, Thomas, Sail Maker, West Hartlepool, Durham (in copartnership with Francis Walters, Hartlepool). *Prf. Dbts.* April 28, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

Friday, *April* 16, 1858.

Boys, George, Builder and Licensed Victualler, Park-st., Bromley, Middlesex. Creditors to meet on May 10, at 12, at Guildhall Coffee-house, Gresham-st., to decide upon any offer of composition then and there to be made.

Daunt, Edward Russell, & George Bowerbank Daunt, Metal Brokers, Liverpool (E. R. Daunt & Bro.) *Div.* sep. est. of E. R. Daunt; May 7, at 11; Liverpool. *Com.* Stevenson.

Davis, Charles Henry, Builder, New Cross-road, Deptford. *Div.* May 7, at 1.30; Basinghall-st. *Com.* Fonblanque.

Gill, Robert Henry, Innkeeper, Hartlepool, *Last Ex.* (*by adj.* from April 9) April 28, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

Gordon, William Bertram, Hosier, 68 Regent-st. *Div.* May 7, at 12; Basinghall-st. *Com.* Fane.

Hughes, Ann, Lodging-house Keeper, 23 Northumberland-st., Strand, and 13a, Cannon-row, Westminster. *Last Ex.* (*by adj.* from Mar. 31) April 27, at 1.30; Basinghall-st. *Com.* Fonblanque.

Hutchings, Thomas, Railway Contractor, Park-st., Westminster, and Great Grimsby, Lincolnshire, and Anston, Yorkshire, carrying on the same business in partnership with William Wright and William Brown, at 9, Mildred's Court and Great Grimsby as Hutchings & Co., and at Anston as William Wright & Co. *Div.* May 7, at 11; Basinghall-st. *Com.* Fane.

M'Larty, Donald, John M'Kean, & Robert Lamont (M'Larty & Co.), Merchants, Liverpool. *Div.* May 7, at 11; Liverpool. *Com.* Stevenson.

Mandelbaum, David, Importer of Foreign Goods, 12 & 13 Minories. *Last Ex.* (*by adj.* from Mar. 25) April 27, at 12; Basinghall-st. *Com.* Fonblanque.

Morton, George, Miller, Brough Mill, Hope, Derbyshire. *Div.* May 8, at 10; Council-hall, Sheffield. *Com.* West.

Palmer, Henry, Linen Draper, High-st., Portsmouth. *Div.* May 8, at 12; Basinghall-st. *Com.* Holroyd.

Parsons, George, Ironmonger, Oakhill, Somersetshire. *Div.* May 13, at 11; Bristol. *Com.* Ayrton.

Richards, George Mabbutt, Grocer, Northampton. *Div.* May 7, at 1; Basinghall-st. *Com.* Fonblanque.

Roberts, David, & William James Hanson, Worsted Spinners, Halifax. *Last Ex.* (*after an adj. sine die*), April 30, at 11; Commercial-bldgs., Leeds. *Com.* West.

Roberts, James, Fish Dealer, Liverpool, and of Yarmouth, Norfolk. *Div.* May 7, at 11; Liverpool. *Com.* Stevenson.

Roper, Thomas, Wholesale Druggist, 6 Falcon-sq. *Div.* May 11, at 12; Basinghall-st. *Com.* Holroyd.

Steedman, James, Pianoforte Manufacturer, 119 Albany-st., Regent's-pk. *Last Ex.* May 4, at 11; Basinghall-st. *Com.* Evans.

Stevenson, William, Cooper, Sheffield. *Div.* May 8, at 10; Sheffield. *Com.* West.

Taylor, William, sen., William Taylor, jun., & Henry Taylor, Linen Manufacturers, Barnsley, Yorkshire. *Div.* May 10, at 11; Commercial-bldgs., Leeds. *Com.* Ayrton.

Vickers, William, Bill Broker, 12 Moorgate-st. *Div.* May 6, at 11; Basinghall-st. *Com.* Evans.

Ward, Nathaniel, Dealer in Potatoes, 50 Farringdon-market. *Div.* May 6, at 11; Basinghall-st. *Com.* Evans.

Weller, William, Stonemason, Church-st., Woolwich, Kent. *Last Ex.* (*by adj.* from April 14) April 28, at 2; Basinghall-st. *Com.* Fonblanque.

Wells, Richard, Tea Dealer, Blackburn, Lancashire. Choice of Assignee (*by adj.* from April 8) April 28, at 12; Manchester. *Com.* Skirrow.

Wood, William, Builder, Milton-next-Gravesend. *Div.* May 7, at 11; Basinghall-st. *Com.* Fane.

DIVIDENDS.

Tuesday, *April* 13, 1858.

Kegg, Edward, Coal Dealer, Liverpool, and Birkenhead. Second, ⅜*d. Turner*, 53 South John-st., Liverpool; any Wednesday, 11 to 2.

M'Larty, Donald, jun., Robert Lamont, & John M'Kean, Merchants, Liverpool (M'Larty & Co.) First, 20*s.*, sep. est. of R. Lamont. *Turner*, 53, South John-st., Liverpool; any Wednesday, 11 to 2.

Sharp, William, Merchant, Liverpool. *Div. 2d.* for creditors who proved at dividend meeting of Mar. 19, on account of First Dividend of 6*d. Turner*, 53 South John-st., Liverpool; any Wednesday, 11 to 2.

Williams, Ellis, Ironfounder, Holyhead. First, 2*s.* 6*d. Turner*, 53 South John-st., Liverpool; any Wednesday, 11 to 2.

Friday, *April* 16, 1858.

Bastow, Henry, Draper, Manchester. First, 3*s.* 7*d. Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 to 1.

Brown, John Hunter, Rope Manufacturer, Sunderland. First, 11¾*d. Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 to 3.

Garrard, William Paskell, Wine and Spirit Merchant, 16 Little Tower-st. Second, 1*s. Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 to 2.

Rogers, James, Mason and Builder, 7 Orchard-st., Harrow-rd., Paddington. First, 3½*d. Cannan*, 18 Aldermanbury; any Monday, 11 to 3.

Sanders, Richard, Builder, 54 Doughty-st., Gray's-inn-rd., lately in copartnership with Edward Woolcott. First, 3*s.* joint est.; and 4*s.* 4*d.* sep. est. of R. Sanders. *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 to 2.

Slee, John, Manufacturer of Hosiery, Loughborough, Leicestershire. First, 3*s. Harris*, Middle-pavement, Nottingham; on Monday next, or three following Mondays, 11 to 3.

Young, George, Victualler, Crosby's Head, Public House, Old-st.-rd. First, 4*s.* 4½*d. Cannan*, 18 Aldermanbury; any Monday, 11 to 3.

CERTIFICATES.

To be allowed, *unless Notice be given, and Cause shown on Day of Meeting.*

Tuesday, *April* 13, 1858.

Barber, James, Upholsterer, Chichester. May 4, at 12; Basinghall-st.

Bontoft, Harrison, Bookseller, Boston, Lincolnshire. May 4, at 10.30; Shirehall, Nottingham.

Brown, Edward, Common Brewer, Ditton, Warrington, Lancashire. May 6, at 11; Liverpool.

Broughton, Thomas Arbuthnot Brown, Corn Merchant, Welsh-back, Bristol. May 4, at 11; Bristol.

Coates, James, Hardwareman, High-st., Blue-town, Sheerness, and lately of the Still Tavern, Bath-square, Portsmouth, Dealer in Clothes. May 5, at 11.30; Basinghall-st.

Cotterell, James, Soap Boiler, Lowestoft, Suffolk. May 4, at 1; Basinghall-st.

Cullemore, William, Draper, 1 Upper Seymour-st., Euston-sq. May 5, at 1; Basinghall-st.

Gibson, John, Coal Merchant, Weymouth and Melcombe Regis, Dorsetshire. May 5, at 11; Queen-st., Exeter.

Harridance, Henry, jun., & James Butler, Corn and Coal Merchants, Maldon, Essex. May 4, at 1; Basinghall-st.

Liefmann, Martin, Lace Manufacturer, Nottingham. May 4, at 10.30; Shirehall, Nottingham.

Loe, Henry John, Mason, Guildford. May 4, at 11; Basinghall-st.

Nelson, James, Cotton Spinner, Oldham. May 4, at 12; Manchester.

Redfern, Henry, Plumber, Nottingham. May 4, at 10.30; Shirehall, Nottingham.

Ross, Thomas, Sail Maker, West Hartlepool, Durham. May 7, at 11; Newcastle-upon-Tyne.

Sherring, Samuel, & James Little, Printers, Bristol. May 4, at 11; Bristol.

Trowse, Arthur Edward, Coach and Tire Smith and Spring Maker, 31, 32, & 35 Leather-lane, Holborn. May 5, at 11; Basinghall-st.

Friday, *April* 16, 1858.

Barber, John, & Frederick Rosenauer, General Merchants, 1 Hammond-ct., Mincing-lane. May 6, at 11; Basinghall-st.

Barker, William, Innkeeper & Agricultural Machine Maker, Dunnington, Yorkshire. May 10, at 11; Commercial-bldgs., Leeds.

BARKER, WILLIAM, Earthenware Manufacturer, Longton, Staffordshire. May 7, at 10; Birmingham.
BEW, JOHN, Wholesale Druggist, Manchester. May 7, at 11; Manchester.
BILLINGS, WILLIAM, Bonnet Shape Maker, 54 Redcross-street, and 5 Circus, Blackfriars-road. May 7, at 11.30; Basinghall-st.
DARNTON, WILLIAM, Pianoforte Manufacturer, 118 Upper-st., Islington. May 7, at 11; Basinghall-st.
DUCEY, RICHARD, Market Gardener, Barbourne, Claines, Worcester. May 7, at 10; Birmingham.
M'INTYRE, THOMAS, Tailor, Leeds. May 7, at 11; Leeds.
PALMER, HENRY BOSWELL, Patent Fire Light Manufacturer, 2 Pilgrim-st., Kennington, and Gun-alley, Bermondsey. May 10, at 2; Basinghall-st.
READ, JOHN, Carpenter, 35 Lower Whitecross-st., Cripplegate. May 10, at 11.30; Basinghall-st.
REEVES, EMMA, Licensed Victualler, Birmingham. May 7, at 10; Birmingham.
SHAW, JAMES, Cloth Merchant, Huddersfield. May 10, at 11; Commercial-bldgs, Leeds.
SMITH, JOHN, Paper Manufacturer, Morton Mill, near Bingley, Yorkshire. May 7, at 11; Leeds.
WARWICK, CHARLES, Fancy Dress Warehouseman, 46½ Friday-st., Cheapside. May 11, at 11; Basinghall-st.
WOOD, THOMAS, Licensed Victualler and Screw Bolt Manufacturer, Darlaston, Staffordshire. May 7, at 10; Birmingham.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *April* 13, 1858.

ANSTEY, JAMES, Jeweller, Sheerness. April 9, 2nd class.
ATTON, ABRAHAM JACOB, Cattle Dealer, Wilts. April 8, 2nd class.
BARBER, WILLIAM, Cattle Dealer, Dunston, Derbyshire. Mar. 27, 2nd class.
BEACHER, FREDERICK, Tailor, 23 Old Jewry. Mar. 30, 2nd class; to be suspended for 3 mos.
EDDY, JAMES, Smith, 9 Edward-st., Deptford. April 9, 2nd class.
FEARNLEY, JOSHUA, & JOSEPH FEARNLEY, Silk Dressers, Brighouse, Yorkshire. Mar. 26, 3rd class.
GORDON, WILLIAM BERTRAM, Hosier, 68 Regent-st. April 9, 1st class.
GREEN, JEHU, Cabinet Maker, St. Aldates-st., Oxford. April 9, 3rd class.
GREGORY, RICHARD, Grocer, Halifax. 3rd class, subject to a suspension for 12 mos.
HILL, DAVID, Cattle Dealer, Edenhall, Cumberland. April 9, 3rd class, subject to suspension until Oct. 9.
HOLE, JOSHUA HORNER, Broker, Birkenhead. April 1, 2nd class, subject to suspension for 8 mos.
JENNINGS, WILLIAM, Haberdasher, 42 Paul-st., Finsbury, and 96 Shoreditch. Mar. 30, 2nd class; to be suspended for 4 mos.
MARSHALL, JOHN, Underwriter, Angel-ct. April 9, 2nd class.
MASON, ROBERT HINDRY, Printer, Sunderland and Tynemouth. April 8, 1st class.
MORTON, GEORGE, Miller, Brough-mill, Hope, Derbyshire. Mar. 27, 3rd class.
TOPHAM, CHRISTOPHER, & TIMOTHY TOPHAM, Dyers, Wakefield. Mar. 26, 3rd class.
WATKINS, HENRY, Lime and Brick Merchant, Irongate-wharf, Praed-st., Paddington. April 9, 2nd class.
WILLIAMS, JOHN GRIFFITH, Rope Maker, Newport, Monmouthshire. April 9, 3rd class.

FRIDAY, *April* 16, 1858.

ALLEN, DAVID JOHN, Draper, Carmarthen, April 13, 3rd class, after a suspension of 6 mos.
BEAVEN, JAMES, & HENRY BEAVEN, Builders, Bedminster, Bristol. May 13, 2nd class.
GUBBINS, JOHN, Grocer, Cymmer, Pontypridd, Glamorganshire. April 13, 3rd class.
M'BEAN, JOHN, Shoemaker, Pillgwenlly, near Newport, Monmouthshire. April 12, 3rd class, after a suspension of 6 mos.
PORTER, THOMAS, Woolstapler, Frome Selwood, Somersetshire. April 12, 3rd class.
ROBINSON, WILLIAM, Licensed Victualler, Milnethorpe, Heversham-with-Milnethorpe, Westmoreland. April 13, 2nd class.
ROTHCHILD, JOSEPH, Silversmith, 22 Union-st., Bristol. April 12, 3rd class.
WARWICK, CHARLES, Commission Agent, Manchester. April 8, 3rd class, after a suspension of 18 mos. from June 8, 1855.

Professional Partnerships Dissolved.

TUESDAY, *April* 13, 1858.

PEDLER, EDWARD HOBLYN, & HUMPHRY MILLET GRYLLS, Attorneys and Solicitors, Liskeard, Cornwall. April 8. By mutual consent. E. H. Pedler retires from business; the business will in future be carried on by H. M. Grylls alone.
SLADE, FELIX, EDWARD WEYMAN WADESON, & REGINALD APPACH, Proctors, 20 Bennett's-hill, Doctors'-commons. April 10. By mutual consent (as relates to F. Slade). Debts received and paid by E. W. Wadeson & R. Appach, by whom the said profession will in future be carried on.

FRIDAY, *April* 16, 1858.

PRESSWELL, GEORGE, & CHARLES FREDERICK MICHELMORE, Gents., Totnes, Devon, Attorneys, Solicitors, and Conveyancers. By mutual consent; Mar. 26.

Assignments for Benefit of Creditors.

TUESDAY, *April* 13, 1858.

BENTLEY, GEORGE, Grocer, 10 Queen's-bldgs., Brompton. Feb. 23. *Trustees*, T. Conway, Merchant, Mincing-lane; H. W. Peck, Merchant, Eastcheap. *Sol.* Reed, 1 Guildhall-chambers, Basinghall-st.
CLARK, JOHN, Lodging-house Keeper, 4 Falconer-sq., Scarborough. April 3. *Trustees*, J. Walters, Miller, Eastwood, Notts; R. Tindall, Labourer, Falsgrave, Scarborough. Creditors to execute before May 4.
DALRYMPLE, JOHN, Confectioner, Newcastle-upon-Tyne. Mar. 20. *Trustees*, A. Gillespie, Accountant, Newcastle-upon-Tyne; J. G. Fleet, Wholesale Sugar Merchant, London. Indenture lies at offices of Robinson, Nichols, & Co., 13 Old Jewry-chambers.
DEAKIN, THOMAS, & HENRY WEBSTER, Table Knife Manufacturers, Sheffield. Mar. 18. *Trustees*, G. Ibbotson, Ivory Merchant, Sheffield; R. M. Needham, Merchant's Clerk, Sheffield. *Sol.* Webster, Queen's-st., Market-pl., Sheffield.
ERRINGTON, GEORGE, Draper, Newcastle-upon-Tyne. Mar. 18. *Trustees*, R. Liddell, Cork Manufacturer, C. Brough, Auctioneer, both of Newcastle-upon-Tyne. Creditors to execute before June 19. *Sols.* Hodge & Harle, Wellington-pl., Pilgrim-st., Newcastle-upon-Tyne.
FARLEY, FREDERICK, Licensed Victualler, Plumber, & Glazier, Great Bridge, Staffordshire. Mar. 16. *Trustee*, J. Spittle, Gent., Westbromwich. *Sol.* Wright, 6 Waterloo-st., Birmingham.
GERMAN, WILLIAM, Basket Maker, Bramley, Leeds, and of Bradford, Yorkshire. April 1. *Trustees*, G. Ackroyd, Bank Cashier, Bradford; G. Binns, Merchant, Bradford; J. S. Edmondson, Gent., Manningham, Bradford. Creditors to execute before June 2. *Sols.* Rawson, George, & Wade, Bradford.
JONES, EDWARD, Builder, Gregson-st., Everton, Liverpool. Mar. 23. *Trustees*, O. Parry, Timber Merchant, 10 Cobden-street, Everton; D. Roberts, Lath Cleaver, 65 Great Howard-st., Liverpool; D. Evans, Paperhanger, 1 Mount Vernon-st., Low-hill, Liverpool. *Sol.* Saunderson, Liverpool.
PEARSON, WILLIAM, Gent., East Bergholt, Suffolk. April 8. *Trustee*, J. Bawtree, jun., Banker, Colchester. *Sols.* Howard, Inglis, & Keeling, Colchester.
PICKNELL, WILLIAM, jun., Builder, 6 Portland-terr., Hastings. April 9. *Trustees*, J. Reeves, Ironmonger, Hastings; S. Putland, jun., Timber Merchant, 24 Eversfield-pl., Hastings. Creditors to execute before June 10. *Sols.* J. & S. Langham, 1 High-st., Hastings.
RAVEN, JOHN HENRY, jun., Watchmaker, Eastbourne, Sussex. Mar. 29. *Trustees*, E. D. Wilmot, Wholesale Jeweller, Vyse-st., Birmingham; J. Haine, Cabinet Maker, Eastbourne. *Sol.* Coles, Eastbourne, Sussex.
SHAW, THOMAS, Hosier, Sutton-in-Ashfield, Notts. April 6. *Trustees*, J. Boot, Mineral Surveyor, Hucknall-under-Huthwaite, Notts; W. Hill, Framesmith, Hucknall-under-Huthwaite. Creditors to execute before June 7. *Sol.* Smith, High-st., Nottingham.
WALKER, WILLIAM, Draper, East Retford, Notts. Mar. 31. *Trustee*, R. W. Bingham, Draper, Rampton, Notts. *Sols.* Newton & Jones, East Retford.

FRIDAY, *April* 16, 1858.

ARNOTT, JAMES, Joiner, late of Newcastle-upon-Tyne, now of York. April 2. *Trustee*, J. Elliott, Builder, Newcastle-upon-Tyne. Creditors to execute before June 3. *Sols.* Forster, Grey-st., or Armstrong, 60 Dean-st., Newcastle-upon-Tyne.
BURNELL, JAMES, Linen Draper, Bridgwater, Somersetshire. Mar. 28. *Trustee*, J. Woodland, Banker, Bridgwater. Creditors to execute before May 29. *Sol.* Reed, Bridgwater.
BURT, JOHN, Carpet & General Salesman, 48 Shoe-lane, Holborn-hill. Mar. 20. *Trustees*, A. Smith, Cabinet Maker, 30 New Union-st., Fore-st., Cripplegate; J. Whatley, Tailor, 48 Bridge-st., Southwark. Creditors to execute before June 21. *Sol.* Levy, 14 Arundel-st., Strand.
GLASSPOOLE, WILLIAM, Merchant, Wymondham, Norfolk. April 6. *Trustees*, T. W. Read, Merchant, Trowse, Norwich; J. Cann, Farmer, Wymondham. *Sols.* Miller, Son, & Rugg, Norwich.
GRICE, JOHN, Farmer, Frodsham, Cheshire. Mar. 23. *Trustees*, J. Andrews, Farmer, Frodsham; W. Holland, Farmer, Frodsham. Creditors to execute before June 24. *Sol.* Harrisson, Frodsham.
HARDMAN, WILLIAM, & JAMES DUGDALE, Spindle and Fly Makers, Farnworth, near Bolton, Lancashire. Mar. 31. *Trustees*, W. A. Jenner, Iron Merchant, Manchester; A. Norton, Steel Merchant, Newton Heath. Creditors to execute before June 1. *Sols.* Slater & Myers, 16 Tib-lane, Manchester.
HILL, JOHN, Plumber, Evesham, Worcestershire. Mar. 27. *Trustees*, T. Sarjeant, Gent., Evesham; H. Taylor, Merchant's Clerk, Sparkbrook, near Birmingham. Creditors to execute before June 28. *Sol.* Byrch, Evesham.
HURSON, JOHN, Builder, Crediton, Devon. Mar. 26. *Trustees*, J. Follett, Merchant, Topsham, Devon; J. Pasmore, Gent., Newton St. Cyres; W. Bradford, Farmer, Cheldon, Cheriton Fitzpaine; S. Rawle & W. Gammon, Timber Merchants, Barnstaple. Creditors to execute by April 26. *Sol.* Langdon, Crediton.
KNIGHT, WILLIAM JAMES, Cordwainer, late of Abingdon, Berks, now of Margate, Kent, Victualler. Mar. 20. *Trustees*, W. Ballard, Chemist, Abingdon; H. Goldby, Upholsterer, Abingdon. Creditors to execute before July 21. *Sol.* Towne, Margate.
MILLER, DAVID, Commission Agent, Manchester. Mar. 29. *Trustees*, G. M. Chadwick, Manufacturer; T. Jackson, Silk Manufacturer, Manchester. *Sols.* Sale, Worthington, & Shipman, Manchester; or Sale, Turner, & Turner, 68 Aldermanbury.
NEALE, AGNES, Milliner, Princes-st., Hanover-sq. April 10. *Trustee*, S. Busby, Gent., 6 Grafton-terr., Kentish Town. Creditors to execute before July 11. *Sols.* Fallows & Son, 10 Addison-terr., Kensington.
PICKIN, AMBROSE SWANN, Hosier, 185 Scotland-road, Liverpool. *Trustee*, J. S. Blease, Accountant, Liverpool. *Sols.* Townsend, Ridley, & Jackson, 21 Fenwick-st, Liverpool.
POTTER, FRANCIS FENNOR, Wheelwright, Thorverton, Devonshire. Mar. 26. *Trustee*, E. Nicholls, Ironmonger, Bridgwater, Somersetshire. Creditors to execute before June 4. *Sol.* Brice, Bridgwater.
RIMMINGTON, GEORGE HUBBARD, Grocer, Wymondham, Leicestershire. Mar. 27. *Trustees*, J. Swain, Grocer, Leicester; H. Allen, Grocer, Leicester. *Sol.* Harvey, 10 Market-st., Leicester.
SANDS, JAMES, & JOSEPH BLACKETT, Grocers, Milford, Pembrokeshire. Mar. 16. *Trustees*, T. T. Williams, Brush Manufacturer, Grafton-pl., Euston-sq.; W. Hopwood, Accountant, Aldine-chambers, Paternoster-row. Indenture lies at office of said W. Hopwood.
WOVENDEN, JOSEPH, Victualler, Manchester. April 9. *Trustees*, W. Beely, Grocer, Manchester; H. Hayes, Surveyor, Manchester; T. Muirhead, Fishmonger, Manchester. *Sol.* Simpson, 33 South King-st, Manchester.

Creditors under Estates in Chancery.

TUESDAY, *April* 13, 1858.

SEDDON, JOHN, Bamber Bridge, Walton-le-Dale, Lancashire (who died in June, 1857). Seddon *v.* Seddon, at District Registrar's Office of the county palatine of Lancaster, 6 Camden-pl., Preston. *Last Day for Proof* May 4.

Winding-up of Joint Stock Companies.

TUESDAY, *April* 13, 1858.

COMMERCIAL AND GENERAL LIFE ASSURANCE, ANNUITY, FAMILY ENDOWMENT, AND LOAN ASSOCIATION.—The Master of the Rolls peremptorily orders that a call of 5*s.* per share be made on each Contributory settled on the list up to Mar. 29; and that, on April 21, at 12, at 13 Old Jewry-

chambers, he pay the amount of such call to W. Turquand, the Official Manager of the Company.

London and Eastern Banking Corporation.—V. C. Wood purposes, on April 24, at 12, at his Chambers, to make a call on all the Contributories on the list included in Class A, being the holders of shares at the date of the Winding-up Order, and also included in Class C, being Shareholders who had transferred their shares within three years prior to that date, whose last-known places of abode are within the United Kingdom, respectively settled on the list up to and inclusive of April 6, and that such call shall be for £50 per share.—Also will proceed, on August 5, at 12, at his chambers, to settle the list of Contributories as regards those in Class B, being the holders of shares at the date of the Winding-up Order, and also included in Class D, being shareholders who had transferred their shares within three years prior to the date of the Winding-up Order, whose last known places of abode respectively are not within the United Kingdom. And on the same day, at 12.30, will proceed to make a call on the above-mentioned Contributories in Classes B and D, settled on the said list up to and inclusive of April 5, and purposes that such call shall be for £50 per share.

Friday, *April* 16, 1858.

Unlimited, in Bankruptcy.

Caillaud's Patent Tanning Company (Limited).—A petition has been presented to the Court of Bankruptcy by Jean Marie Leonidas Caillaud, Marsh-gate-lane, Stratford, Essex, Manufacturer, a creditor of this company, praying for the dissolution and winding-up of the said Company, which will be heard before Mr. Com. Goulburn, in Basinghall-st., on April 28, at 1.

Scotch Sequestrations.

Tuesday, *April* 13, 1858.

Bain, David, & John Allan, Joint Tenants of Farm of Smerrel, and Joiners, Smerrel, Bower, Caithness. April 16, at 1; Leith's Caledonian Hotel, Wick. *Seq.* April 6.

Cruickshank, Alexander, Miller, Bridge-end Mills, and Farmer at Auchengeich and Mollenhill, Moodie's Burn, Lanarkshire. April 16, at 12; Faculty-hall, St. George's-pl., Glasgow. *Seq.* April 7.

Douglas, John, Farmer, Sibster, Thurso, Caithnesshire, deceased. April 20, at 12; Trotter's Caledonian-inn, in Thurso. *Seq.* April 8.

Dunn, Adam William, sometime Merchant in Melrose, now Tenant of Farm of Cleughhead, Hobkirk, Roxburghshire. April 20, at 11; Smith's & Robson's-chambers, Kelso. *Seq.* April 10.

Finlay, Robert, House Factor, Sandyford, Glasgow. April 19, at 2; M'Phun's-hotel, George's-sq., Gasgow. *Seq.* April 7.

Forsyth, Robert, Architect, &c., Juniper Bank, Thurso, Caithnesshire. April 17, at 12; Bain's Royal-hotel, Thurso. *Seq.* April 6.

Stevenson, Robert, Farmer, Braehead, Old Monkland, Lanarkshire. April 20, at 2; Faculty-hall, St. George's-pl., Glasgow. *Seq.* April 8.

Whitelaw, Matthew, Tailor, Airdrie, Lanarkshire. April 22, at 2; Royal-hotel, Airdrie. *Seq.* April 9.

Friday, *April* 16, 1858.

Jeffrey, Robert, Innkeeper, Stonehouse, Lanarkshire. April 23, at 2; Bruce Arms-inn, Hamilton. *Seq*, April 14.

Muir, John, Manufacturer and Merchant, Glasgow (Muir & Co.), and at Melbourne and Ballarat, Australia (Muir, Bros., & Co.) April 20, at 12; Faculty-hall, St. George's-pl., Glasgow. *Seq.* April 12.

Weir, Archibald, Wine and Spirit Merchant, 361 Gallowgate, Glasgow. April 23, at 12; Glasgow Stock Exchange, National Bank-bldgs., Glasgow. *Seq.* April 13.

WESSEL AND KUKLA'S PATENT GAS HEAT DISSEMINATOR, for Warming Public Buildings, Warehouses, Offices, and the Rooms and Halls of Private Dwellings.

The Heat Disseminator now offered to the public is considered by all Gas Engineers, Fitters, and Scientific Persons, who have had an opportunity of testing it, a great benefit or public boon. The construction is so simple that it cannot get out of repair. None of the heat produced is wasted, as no flues are required, which is an immense economy of expense.

No regulation or particular attention is wanted during the action, and, therefore, no inconvenience can arise from leaving the Gas burning any length of time, and is perfectly secure from accidents by fire.

The "Mining Journal," of October 25, 1856, says:—

"The application of gas for domestic and other purposes has now become almost general; but great objections have arisen to its extended use, on account of general impurity. This is now entirely obviated by the Heat Disseminator, patented by Messrs. Wessel and Kukla, Hanover-square. The invention consists of a cylindrical vessel, of a light form, in which a single jet of gas is introduced, and by atmospheric air diffused around. Although but one flame is required for the apparatus, it nevertheless evolves and disseminates a heat of great intensity, resulting from the concentration of the intrinsic power of the flame. As there is a perfect consumption of the combustible materials, as well as their products, no obnoxious and unhealthy smells exist, nor is there any deposit of soot or dust; flues and pipes are likewise rendered unnecessary. The body from which the heat emanates attracts and decomposes all impurities in the air, and consequently renders it a useful article for hospitals, churches, and other places where great heat and uniform temperature are required. The stove in Messrs. Wessel and Co.'s warerooom (65 feet by 26) consumes about 5 feet of gas in an hour, the average cost of which is ¼d.; for a place of smaller dimensions, the consumption of gas would be in proportion."

And the "Derbyshire Advertiser" of November 21, 1856, says:—

"Messrs. Wessel and Kukla have just patented an apparatus called the Heat Disseminator, which we have seen in operation at the warehouse of the former gentlemen, at 18, Hanover-square, London. The heat given forth is pure and without smell, and the invention is recommendatory both upon the score of convenience and economy, the apparatus being very small, and the warming of a good-sized room costing but one farthing per hour. The salon to which we allude is exclusively devoted to the reception of German music, a sheet of which, from any part of the warehouse, was found to present a perfectly crisp and dry appearance, although five feet of gas alone was used per hour, and the exterior atmosphere was damp. The heat is uniform, sufficiently moist for health."

J. A. HOFMANN & Co., Sole Agents for the United Kingdom.
London, Sept., 1857, 9, Gresham Street, London, E.C.

HEPBURN'S
Old Established Cash and Deed Box Manufactory,
93, Chancery Lane (six doors north of Law Institution).

N.B.—Offices and Strong Rooms fitted up with iron doors, frames, and shelves. Estimates given. Lists of sizes and prices forwarded on application.

PROMOTER LIFE ASSURANCE and ANNUITY COMPANY, 9, Chatham Place, New Bridge Street, London.
Established in 1826. Subscribed Capital, £240,000.

DIRECTORS.

Thomas Field Gibson, Esq. | George J. Shaw Lefevre, Esq.
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Frederick Halsey Janson, Esq. | Samuel Smith, Esq.
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TRUSTEES.

Sir John G. Shaw Lefevre, K.C.B., F.R.S. Chas. Johnston, Esq.
John Deacon, Esq.

This Society effects every description of Life Assurance, both on the bonus and non-bonus systems. Its non-bonus rates are lower than those of most offices, and the following are specimens of the additions which have been made to the beneficial policies.

Policy date.	Sum assured.	Bonus added.	Sum payable at death.
1839	£4000	£797 6 6	£4797 6 6
1841	500	104 1 7	604 1 7
1843	500	104 5 2	604 5 2
1847	1000	141 12 4	1141 12 4

A division of profits takes place every five years, and officers in the army and navy, diseased lives, and persons going out of Europe, are also assured on moderate terms.

Prospectus with further particulars may be obtained at the office.

MICHAEL SAWARD, Secretary.

Improved Rent of £150 per Annum, arising from those commanding premises, 36, King William-street, City.

MESSRS. BEADEL and SONS are favoured with instructions to offer by public COMPETITION, at the MART, Bartholomew-lane, London, on WEDNESDAY, APRIL 28, at TWELVE, the IMPROVED RENT of £150 per ANNUM, arising from and well secured upon those valuable business premises, 36, King William-street, City, held for the remainder of a term of twenty-one years, from Midsummer, 1852, at a rent of £400 per annum, and let on lease for the same term, less seven days, at £550 per annum. Particulars may be obtained of Messrs. Oliverson, Lavie, & Peachey, Solicitors, 8, Frederick's-place, Old Jewry; at the Mart; and of Messrs. Beadel & Sons, 25, Gresham-street, E.C.

Pall Mall.—Valuable and commanding Leasehold Property, situate at the corner of John-street, leading to St. James's-square, and being No. 20 Pall Mall.

MESSRS. BEADEL and SONS have received instructions to SELL by AUCTION, at the Mart, Bartholomew-lane, on WEDNESDAY, APRIL 28, at TWELVE, the above very valuable and eligibly situate PREMISES. The ground floor is in hand, and is admirably adapted for the offices of a public company, or a banking establishment. The upper floors are let in suites of chambers. The whole is held at a moderate rent by assignment of lease for a remainder of a term of twenty-one years from March 25, 1852, and offers a desirable opportunity for acquiring first-class business property with possession.

Further particulars may be obtained of Messrs. Oliverson, Lavie, and Peachey, Solicitors, 8, Frederick's-place, Old Jewry; at the Mart; and of Messrs. Beadel & Sons, 25, Gresham-street, E.C., of whom only cards to view may be obtained.

MITCHAM, SURREY.—Detached Family Residence, with Lawns, Gardens, and two enclosures of Pasture Land, close to the Mitcham Station on the London, Croydon, Wimbledon, and Epsom Railway, and also the London, Wimbledon, and Crystal Palace Railway.

MESSRS. BEADEL and SONS have been instructed to SELL by AUCTION, at the MART, Bartholomew-lane, London, on WEDNESDAY, APRIL 28, at TWELVE, in One Lot, a valuable detached, first-class FAMILY RESIDENCE, situate on the high road from London to Brighton, and close to Lower Mitcham-green, and within a quarter of a mile of the Mitcham Station on the London, Croydon, Wimbledon, and Epsom Railway, and within half-an-hour's ride of London. It includes a a well-arranged residence, with suitable accommodation for a gentleman's family, with greenhouse, forcing pits, lawns, and gardens, also coach-house and stabling, and other buildings, with two enclosures of pasture land; the whole occupying an area of 3a. 2r. 19p. Held on lease for twenty-one years from the 24th day of June, 1855, at the rent of £80 per annum, and at present let at £110 per annum.

May be viewed by card only, to be obtained of Messrs. Beadel and Sons, and by permission of the tenant, between the hours of twelve and three o'clock, and particulars obtained of Messrs. Oliverson, Lavie, and Peachey, Solicitors, 8, Frederick's-place, Old Jewry; at the Mart; and of Messrs. Beadel and Sons, 25, Gresham-street, E.C.

Freehold Investment, in the neighbourhood of Long Acre.

MESSRS. RUSHWORTH and JARVIS will SELL by AUCTION, at the MART, on FRIDAY, APRIL 30, a large FREEHOLD HOUSE, with double fronted shop, situate No. 38, Hart-street, at the corner of Langley-court, Long Acre, in the parish of St. Paul, Covent Garden, recently put into thorough repair, and let on lease to Mr. James Potter, builder, for a term of twenty-one years, from Lady-day last, at the moderate rent of £40, and offering a safe investment for a moderate capitalist.

Particulars may be obtained at the Mart; of Messrs. Pike and Son, Solicitors, 16, Old Burlington-street; and of Messrs. Rushworth and Jarvis, Saville-row, Regent-street, and 19, Change-alley, Cornhill.

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A complete index of the current volume is now open for reference, at the Publishing Office, free of charge. The index will be regularly made up as each successive number appears.

We cannot notice any communication unless accompanied by the name and address of the writer.

Advertisements can be received at the Office until six o'clock on Friday evening.

**** Any error or delay occurring in the transmission of this Journal to Subscribers should be immediately communicated to the Publisher.*

THE SOLICITORS' JOURNAL.

LONDON, APRIL 24, 1858.

BERNARD'S TRIAL.

The jury having acquitted Bernard on the charge of felony, the Crown officers have exercised a wise discretion in abandoning the prosecution for misdemeanour. The popular excitement will now, it is to be hoped, subside; and reason and common sense will stand some chance of being listened to when they suggest that the law of England, regarding conspiracies in this country against foreign sovereigns, should be brought, without unnecessary delay, into a distinct and manageable shape. One Government has been denounced and overthrown for proposing to amend this law. Another Government has been assailed with all the vehemence of invective for endeavouring to prove by actual experiment that the same law did not need amendment. We are far from recommending either that our law should be changed, or that its existing provisions should be enforced, on the demand of any foreign power. But that which it may be proper to refuse to do off-hand upon French dictation, may, on deliberation, be wisely conceded to the opinion of the whole civilised world. We cannot pretend to disguise from ourselves that the late proceedings in Parliament, and a good deal also of that which passed at the Old Bailey, is by no means calculated to raise the credit of our nation in the judgment of enlightened foreigners. The verdict of the jury can scarcely excite surprise, and it is certainly not our intention to impugn the honesty of the jurymen. But if we read Mr. Edwin James's speech, to see by what arguments and by what appeals to sentiment and to passion he gained his triumph, we shall be unable to form any very exalted estimate either of the intelligence of the average English citizen, or of the dignity of the English advocate, and the height and difficulty of his art. We have been often told that the nature of Englishmen abhors the crime of assassination, and it was absolutely necessary, in addressing the jury in Bernard's case, to give them credit for entertaining, in the strongest manner, this manly British sentiment; yet Britons in general profess also to abhor despots, and it was highly desirable that the twelve particular specimens of the race then listening to Mr. James should not only profess but act upon this antipathy. Those persons who are not content with simply vapouring against tyranny find, on looking at the thing practically, that the only feasible way of getting rid of tyrants is to endeavour to shoot or stab them. But this is "cowardly, dastardly, dark, assassination," which Mr. James did not stand there to palliate. It may be fairly asked, however, whether the drift of a great part of his speech was not to suggest that the assassination of the French Emperor would deserve to be characterised by other epithets than those he had applied to the crime generally? It may have been that this artifice was well adapted to produce the effect he sought; but if that be so, it goes far to prove that the English juryman has but an imperfect moral sense, and that pleading before him is not a very exalted function. If assassination is a crime, it is a crime always; and a court of justice is certainly the very last place where the attempt should be made to supersede, the general rules of right and wrong out of regard to a supposed necessity.

The twelve "men of intelligence, men acquainted with contemporaneous history, knowing what was going on around them," may be pardoned for allowing their judgment and their memories to be fascinated by Mr. James's eloquence. We, however, who calmly read his speech are not so easily beguiled. It might be perfectly safe to tell an excited common jury, that France had demanded the surrender of the exiles, and that Lord Palmerston's Government had invited the House of Commons to destroy the asylum afforded to them. But certainly our own acquaintance with contemporaneous history does not embrace these facts. Mr. James's speech, we are well aware, was intended to be spoken, and to be spoken only once, whereas we have read it several times. Still we think it was a bold experiment on the sympathising credulity of the jurymen. They were gravely told that Bernard was an accomplice of Orsini, not in any plot of assassination, but in an enterprise for regenerating Italy. The jury were complimented by the supposition that "they knew what was going on around them." Happily, attempts at revolution are not among the ordinary experiences of London tradesmen. The gleam of bayonets and the roar of hostile cannon are only known to them from the perorations of popular declaimers. War and its horrors are very imperfectly understood by those who have never shared in them; and we doubt whether the most imaginative juryman in the box could realise what his feelings would be, if a dapper little Zouave were actually tickling him under the fifth rib with an instrument of cold steel, while one of the Emperor's very latest improvements in artillery was playfully trying its range at a neat row of semi-detached villa residences in the distance. A jury must know very little indeed of all such matters before it would be safe to talk to them of a grand enterprise for regenerating Italy by means of six grenades, two revolver pistols, and a dagger. We should have thought that even their familiarity with the artillery company and the militia would suffice to teach all London citizens that such preparations as these could be suitable only for that retail dealing in war which most moralists have agreed to call murder. We know it will be said that the implements of death which came to the hands of Orsini and Pierri were only a first instalment. As Mr. James put it, "Orsini was collecting arms for some great political *émeute* in Italy." But Orsini, unlike some of our own blusterers, was a man of action, who could not have deceived himself by such a ridiculous pretence as this. According to the prosecution, it took three men and one horse to transmit six grenades by way of Brussels to Paris; and the prisoner admitted that all this machinery was employed with the same substantial result, while he only questioned the identity of the grenades delivered in Paris with those sent from Birmingham. Was ever such an enormous disproportion of means to ends heard of? The wildest extravagance of the most frantic period of our Crimean winter never came at all near this. But Mr. Allsop, we know, had mortgaged his estate, and was prepared with funds for liberating Italy. Imagine, then, that Bernard and Georgi, and grooms in charge of horses, had travelled to Paris, *viâ* Brussels, a great number of times, with half-a-dozen grenades in a carpet bag, and that the

railway and steam packet companies, and the French custom-house, had been enriched by the frequent transmission of revolvers. Mr. Allsop's mortgage money would be soon spent at this work, and what then? Is Paris an eligible basis of operations for an armed invasion of Italy? Having, by a most tedious and expensive process, collected a small magazine of arms in Paris, without attracting the notice of the police—a most unlikely supposition—the next thing to be done would be to get some other enthusiast to mortgage an estate, and to employ the same trouble and the same outlay in moving the magazine elsewhere. Surely the exquisite absurdity of this plan for a revolutionary campaign could scarcely escape even a jury of peaceful shopkeepers.

Orsini was forced to conclude, like Brutus, "it must be by his death." By assassination he might possibly attain his end, but in what Mr. James calls "a vast organization," including the employment of 500 or 600 grenades, he saw no hope at all. Such plans may pass muster at the Leicester-square debating-club, or in drawing-rooms where moustached exiles are the rage, or with a jury at the Old Bailey; but they will not stand the test of stern reality. Bayonets and cannon are not the less ugly customers because they fence the thrones of despots. Mr. James, indeed, may be pardoned for speaking lightly of matters upon which he can have thought but little. He is so ignorant of the commonest traditions of freedom as to talk of the "Swiss mountains, which had echoed to the names of Hofer and of Tell." Hofer, we need not say, was a Tyrolese. True, he was a mountaineer, so, perhaps, Mr. James was as near as he cared to be to truth. In the same loose, careless fashion, the nationality even of Mr. James's own client appears to be at times forgotten. The most ignorant people, we should have thought, had now discarded the belief that all foreigners are Frenchmen; but Mr. James spoke as if he and the jury were under that impression. Or was it on the principle, "*omne solum forti patria*," that Orsini and Bernard were represented as confederating to restore the liberties of their common country? Mr. James, it seems, had not acquired a distinct idea what land it was which the grenades and the revolvers and the dagger were intended to win for freedom; and he ought, perhaps, to be pardoned for an ambiguity which may have existed in his instructions.

To call a policeman a "spy," and a law of the year 1829 a "a musty old Act," is part of the recognised theatrical business on these occasions. It is not very dignified, nor, we should think, very effective, but it is usual, and may pass. But we must protest against Mr. James's assumption, that Englishmen, in the circumstances of these Italian and French exiles, would hang about the purlieus of a foreign capital and potter in revolution as they do. When Englishmen found the political state of their native land intolerable, they did not plot assassinations, or "vast organisations" of half-a-dozen enthusiasts—they would not peril themselves and the tranquillity of a country still dear to them without any reasonable hope—but they sought, beyond the ocean, a new home for liberty and a fertile soil, where the seeds of their opinions might grow up and flourish when the full time of Providence arrived.

THE CHANCERY AMENDMENT BILL.

The whole tendency of modern improvements in judicial procedure has been to make each Court complete in itself, without the aid of any supplementary jurisdiction; and the Bill introduced by the Solicitor-General is almost a necessary corollary of the Acts already in operation. Whether we are destined ever to arrive at the fusion of law and equity, which is the dream of those reformers who cannot endure an anomaly, it is not very important just now to inquire, because it is abundantly clear that such a consummation, if ever attained, will be reached by a series of gradual steps in advance, after the cautious fashion of all English reforms, and not by any sudden coup-de-main. The Solicitor-General's Bill is undoubtedly a step in this direction, like many other modifications of practice which have been introduced by recent statutes. Already the Courts of Common Law are endowed with nearly all the peculiar jurisdiction of Courts of Equity; they can listen to equitable pleas; they can interrogate defendants; and are no longer debarred from exercising the right of granting injunctions and specific performance, which formerly belonged to the Court of Chancery alone. So, too, the Equity Courts have acquired the power of examining witnesses vivâ voce, and have ceased to send points of law to be decided on the other side of Westminster Hall. The great defect in their jurisdiction is the absence of any authority to award damages, so that a suitor who has obtained specific performance cannot, without resorting to a second court, obtain compensation for breaches of contract already committed. There was a substantial reason for this while the Court of Chancery was unable to avail itself of the assistance of a jury to assess the amount of damage, and the Bill of the Solicitor-General is intended at once to enlarge the jurisdiction of the Court, and to remove the reason which justified the old restriction. Courts of Equity are to have authority, in suits for specific performance or injunction, to award damages to the plaintiff; and in order to enable them to exercise the power advantageously, they are empowered to summon juries and investigate questions of fact in the same way as is done on a trial at nisi prius. At the same time, the power of directing issues is concurrently retained, so as to afford a more convenient tribunal where the locality of a dispute necessitates a trial in a distant county.

There cannot be two opinions as to the propriety of this change, and the only wonder is, that it was not made a long time ago. It is difficult to guess what the ultimate working of the innovation will be, but if we were to speculate upon it we should be inclined to anticipate the extinction, sooner or later, of the Examiner's office. This would not be to us a matter of regret, for we are convinced that the system of taking evidence at present established is a very imperfect means of getting at the truth. A vivâ voce examination as at present conducted is often useful for the purpose of bringing out facts which might otherwise be difficult to prove; but as a machinery for testing the credibility of witnesses, and picking out the truth from contradictory evidence, it is almost worthless. There are two fatal objections to it; one, that the judge who has to decide the cause does not see the demeanour of the witnesses, but only hears a deposition in which the contradictions and hesitations, the prevarication and reluctance, with which the evidence of a dishonest witness may abound, are softened down or obliterated in the process of reducing the results of the examination to a continuous narrative. Another still more serious defect is that, according to the present course, a witness is only brought up for cross-examination after the time for filing evidence on the other side is passed. A thoroughly dishonest witness may, therefore, say what he pleases without the least fear of being contradicted by any one but himself. By the Solicitor-General's Bill the Court will be able to try any question of fact by means of a jury, and if the experiment only has fair play, it will not be long before its superiority to the present system will make itself manifest. No one, indeed, ever supposed that an examination before a subordinate officer was as efficacious as one before the Court itself; and the sole ground on which the plan was recommended by the Chancery Commissioners was, that too much of the judge's time would be occupied if he were himself to superintend the examination of witnesses. There was never much weight in this consideration, because the obvious remedy is always at hand of appointing additional judges if the present staff find themselves too severely worked. But, at the time when the Chancery Commissioners reported, there was a prejudice against any such addition to the

strength of the Equity Bench, which has now, in a great measure, disappeared. The Examiner's office was therefore created to stop a gap; it has served the purpose for a time, and will, we hope, soon give way to what all must allow to be a more perfect mode of eliciting truth. As is usual in modern procedure Bills, a large discretion is left to the Court as to the machinery by which the new practice is to be introduced and regulated. This is, we think, the most rational course, and will afford to the Lord Chancellor an opportunity of improving the court over which he presides, by the light of the experience which he gained in the courts where he practised.

We are glad to observe that the principle of the Bill is welcomed on both sides of the House. Indeed, the late Attorney-General formerly introduced a measure of the same kind, which somehow slipped through in the midst of more pressing business. His co-operation may therefore be relied on, and has, in fact, been promised, in reducing the Bill to the best possible shape; and there can be little doubt that, before any long time has elapsed, the Court of Chancery will be enabled to do complete justice, and one more of the artificial distinctions between law and equity will have been swept away. We hope that some care will be taken to avoid an inconvenience which is felt at present, in cases where it turns out to be necessary to summon a witness before the Court itself. As the law now stands, the judge has no power to direct an examination, to be conducted before himself, until after the cause has been brought to a hearing. Consequently, the evidence on all such occasions has to be taken twice over; first ineffectually before the examiner or by affidavit, and then effectually in the Court itself. The first process is a mere useless expense, and unless the same double proceeding is to occur in every case where a jury may be required, it will be necessary to frame some regulations by which the question whether a jury is or is not to be summoned may be decided at an early stage in the cause. Even now there are certain classes of suits —as, for example, those where a testator's sanity is in question—in which it is absolutely certain that an issue must be directed; and yet it was long the practice to go fully into evidence in the old-fashioned way by depositions, in order to satisfy the Court that a question arose which would have to be determined elsewhere. The evidence was then repeated before the jury, and the depositions became of no account. The practice of granting issues on motion has diminished this evil, but it will be necessary to provide against its recurrence in cases where the new plan of summoning a jury is to be put in operation. Points of this kind will be easily arranged in the committee on the Bill, even if they may not more conveniently be left to be determined by orders of Court. There need, therefore, be little delay in passing the Bill, and the Solicitor-General may, we think, be congratulated on having selected for his first essay in law reform a measure not only sound in itself but tolerably certain to be successfully carried through Parliament.

Legal News.

JUDGE'S CHAMBERS.

(Before Mr. Justice COLERIDGE.)—*April* 17.

Mr. Sturgeon applied for the discharge of a person in Whitecross-street Prison, on the ground that he was privileged from arrest in "returning home after attending a court of law as a witness." The affidavit set forth that on the previous day the applicant was under summons to attend the Insolvent Debtors' Court, and that after the case was over he was arrested outside, on his return home.

Mr. Justice COLERIDGE was of opinion that a person who had attended a court of law as a witness was privileged from arrest returning home, and he should therefore order the discharge.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner EVANS.)

In Re The London and Eastern Banking Corporation.—April 22.

An adjudication of bankruptcy was made against the above corporation; Mr. *Bagley* appearing for the petitioning creditors.

(Before Mr. Commissioner FANE.)

In Re The Electric Power Light and Colour Company.—April 9.

His HONOUR said, this was a petition presented to this Court by a Mr. Purdie, of Edinburgh, in the matter of a limited liability company, called the Electric Power Light and Colour Company, and in the matter of the Joint-Stock Companies Acts, 1856 and 1857, praying that the company might be wound up by this Court. Mr. Purdie (said his Honour) is not a creditor of the company, he is a contributor, and he is opposed by a body of contributories who have passed a special resolution under clause 102 of the Joint-Stock Companies Act, 1856, requiring the company to be wound up voluntarily,—that is, out of court, and have nominated a private liquidator to wind up the affairs of the company and distribute its property. Mr. Purdie has presented a petition of most inordinate length, in which he has introduced a vast variety of matter, which appears to have nothing to do with the question before me, which is simply this—has this Court jurisdiction to order that the company in question should be wound up by this Court? Now, the Joint-Stock Companies Act, 1856, says, at section 68, under the title of "Winding-up by the Court,"—"A company may be wound up by the Court under the following circumstances; that is to say:—1st. Whenever the company in general meeting has passed a special resolution requiring the company to be wound up by the Court." It is not stated in the petition that such a resolution has been passed. 2dly. "Whenever the company does not commence its business within a year from its incorporation, or suspends its business for a whole year." It is not alleged that either of these events has occurred. 3dly. "Whenever the shareholders are reduced to seven." It is not pretended that such reduction has taken place. 4thly. "Whenever the company is unable to pay its debts." An explanation of the meaning of this is given in the 68th section of the Act. It is not alleged that this contingency has occurred. It is therefore quite clear that the petitioner has no right to call upon this Court to wind up the company on any of the first four grounds. The 5th, and only remaining ground, is—"Whenever three-fourths of the capital of the company has been lost, or become unavailable." If this is the ground on which Mr. Purdie fancies himself entitled to the assistance of this Court, he should have alleged it plainly and simply in so many words, and, having supported it by affidavit, he should have challenged his opponents to contradict him on oath. Had he pursued this simple and obvious course, instead of filing this monster petition, either his affidavit would have remained uncontradicted, and then his right to the assistance of this Court would have been undisputed; or his opponents would have contradicted his statement on oath, and then steps might have been taken by this Court to ascertain on which side the truth lay; and if it had been found to be with him, this Court would have had jurisdiction to wind up the company. The petition that has been filed, though a monster petition in point of length and intricacy, does not even mention, as far as I can see, the only material point—viz. that three-fourths of the capital has been lost or become unavailable. I can therefore do nothing but dismiss it. I am very sorry to be compelled to adopt this course, for I am one of those who think the law is the best of schoolmasters, the best of teachers; the lessons which its public disclosures teach are invaluable to the community. Unfortunately, there is now a cry throughout the trading world—a cry which I am sorry to see sanctioned by eminent men in Parliament, as well as by those out of Parliament who do not wish that their knaveries and follies should be exposed to the light of day—a cry for what is called "private arrangements," which mean a conspiracy against the public—a conspiracy by means of which the debtor suppresses all knowledge of his misconduct, and the creditor all knowledge of his folly, and by which the creditor gets a larger dividend than the debtor's assets will pay, which larger dividend is obtained by the debtor being allowed to carry on his business, and being thus enabled to pay his old creditors at the expense of new ones, who are drawn in to give credit to a person wholly undeserving of credit, because his past conduct has not been publicly exposed. It is a most mischievous system, and it is therefore with the greatest regret that I feel myself compelled to dismiss this petition. I hope

another may be presented, and that all that has occurred in this case may be publicly known. I am one in favour of publicity. I shall not add costs to the losses Mr. Purdie has sustained.

THE LAW OF BERNARD'S CASE

We have received from a correspondent the following remarks upon this subject:—

If Dr. Bernard had been convicted on his recent trial, numerous questions of law would have been reserved for decision by the fifteen judges. The jury having acquitted him on the question of fact, the questions of law will remain undecided.

It is most devoutly to be hoped that the questions, whether of law or fact, which arose in Dr. Bernard's case may never again come under the consideration of judge or jury. But the law ought not to remain in doubt or uncertainty. It is the duty of the Legislature—a solemn duty, which it owes alike to itself and to the country, and to all nations—that what it intends in this respect shall be clearly and unambiguously expressed. It is in the highest degree discreditable to the country, and a matter of deserved reproach among foreigners, that the law with respect to offences against the persons of sovereigns and their subjects in amity with our Queen and her subjects should be expressed in terms which elicit from our greatest lawyers opinions directly opposed to each other.

A great variety of opinion has been expressed on the question, whether Dr. Bernard, a French subject, was or was not a subject of her Majesty, *within the intent or meaning of the statute of the 9th of George* 4, c. 31. Many reasons have been assigned for the negative, and many for the affirmative, of that proposition; but a careful examination of the statute will, if we mistake not, lead, logically and irresistibly, to the conclusion that Dr. Bernard was not a subject of her Majesty within the meaning of the statute.

By the 7th section of that statute it was enacted, "that, if any of his Majesty's subjects shall be charged in England with any murder or manslaughter, or with being accessory before the fact to any murder, the same being committed on land out of the United Kingdom, whether within the king's dominions or without," he may be committed for trial; a special commission must issue for his trial, and the commissioners are empowered "to inquire of, hear, and determine all such offences" by a jury.

The section applies to "her Majesty's subjects" charged, in England—

1st. With murder committed on land not within her Majesty's dominions; and

2nd. With being accessories before the fact to murder committed on land not within her Majesty's dominions.

Now, a meaning must, if possible, be attributed to the term "her Majesty's subjects," which will give effect to the whole section.

And the term, "her Majesty's subjects," which, it will be observed, occurs at the commencement of the section, and is not afterwards repeated, must have the same meaning when applied to the first as to the second class of offenders. It cannot have one meaning as to persons charged with murder, and another meaning as to persons charged with being accessories to murder.

It has been contended, nay, it has been declared by very high authority as beyond doubt, that foreigners, whilst within the United Kingdom, are, in a modified sense, "her Majesty's subjects," and are such within the meaning of the section referred to.

But as to persons charged with murder out of the Queen's dominions, the term "her Majesty's subjects" *cannot* include foreigners; for actual murderers on land out of the Queen's dominions *must*, at the time of the perpetration of the murders, be out of the Queen's dominions, and therefore, *in no sense*, "her Majesty's subjects."

And if the term cannot, as to persons charged with murder, include foreigners, it cannot, as to persons charged with being accessories, include foreigners.

It follows that the term "her Majesty's subjects," in the 7th section of the 9 Geo. 4, c. 31, *must* mean persons who are such, in some other sense, than that of being within the United Kingdom. It must mean—it can only mean—her Majesty's subjects in the *common* sense; in the sense in which every subject of her Majesty, except men learned in the law, understands the term.

And this construction of the section derives support from the language of other sections in the same statute, in which the expression used is "any person," and not "any of his Majesty's subjects."

THE AUTHOR OF BLACKSTONE'S COMMENTARIES.

We understand that an Elementary Treatise on Architecture from the pen of the celebrated commentator on law, Judge Blackstone, and which is alluded to in his Life as remaining in MS., is now proposed to be printed by subscription, with a dedication to the Lord Chancellor, by his grandson, Mr. Blackstone, late M. P. for Wallingford. The work above alluded to, and which is enriched with numerous illustrative drawings by Blackstone himself, was written before he was twenty years of age—it is in its nature a skilful compilation and adaptation from several authors on architecture—and it has been thought, by those who have seen the MS., and are capable of judging of its merits, to justify in every way the assertion of the learned commentator's biographer, who says, "it is esteemed by those who have perused it as in no respect unworthy of his matured judgment and more practised pen." As the noble lord who now fills the highest office of the law has consented to head the list of subscribers, we have little doubt his example will be followed by other influential members of the legal profession. The work we have stated will be published by subscription—the impression will be limited to 500 copies, and it is intended that one guinea shall be the amount of the subscription for a single copy. It will be issued by Messrs. Butterworth, of Fleet-street.

On Saturday, the 17th inst., a deputation, including Lord Ebrington, M. P., Mr. Collier, M. P., and Mr. Brady, M. P., waited upon the Home Secretary, to urge the claim of Mr. Barber to compensation from Government. The Home Secretary expressed an opinion that as this had not been strictly a Government prosecution, the State ought not to be liable. The Crown had done no wrong, neither had the judge or jury done wrong. Mr. Barber was rightly convicted, though it subsequently turned out that there had been a failure of justice by reason of the non-production of other evidence. He admitted, however, that the point as to Mr. Barber's not having been allowed a separate trial was a strong feature in the case. He would speak upon the matter to Lord Derby and the Government, and see what could be done.

At the quarterly meeting of the Town Council of Tewkesbury, held on Monday last, the town clerk reported that he had received a communication from the Lord Chancellor, requesting him to forward to the Crown Office the commission of the peace for this borough, in order that the name of Mr. Humphry Brown might be erased from it. He had accordingly farworded the commission, which had been returned to him with the name of Mr. Brown erased. Mr. Brown was member for Tewkesbury in the last Parliament, but lost his seat at the late general election.—*Hereford Times.*

The Lord Chancellor has appointed David Power, Esq., of the Norfolk Circuit, to be one of her Majesty's Counsel.

The Chairmanship of the Salford Quarter Sessions has become vacant by the death of J. F. Foster, Esq.

Recent Decisions in Chancery.

Bankrupt—Order and Disposition—Copyright of Newspaper.

Ex parte Foss, Re Baldwin, 6 W. R. 417.

The principal point involved in this case was, whether what was called the copyright of the *Morning Herald* and other newspapers, meaning the right of publishing newspapers under these titles, was a species of property falling within the meaning of the term 'goods and chattels' in the reputed ownership clauses of the Bankruptcy Acts. An idea was started in a case of *Bartlett* v. *Bartlett* (noticed ante, p. 458), that the reputed ownership clauses could only apply to property which was capable of visible possession; but the Lords Justices on appeal distinctly repudiated that doctrine, and held that a reversionary interest in a fund in court might be the subject of reputed ownership. In the present case, the meaning of the term 'goods and chattels' has been extended to another species of property—the mere intangible good-will of a periodical publication,—the Lords Justices holding, that the right of publishing a particular newspaper was property, and recognised as such by the statutes requiring the names of newspaper proprietors to be registered. It was therefore capable of being in the order and disposition of a bankrupt.

Bankruptcy—Notice—Priority.

Re Barr, 6 W. R. 424; 4 K. & J. 219.

This was a case turning upon the necessity and effect of notice to the trustees in the case of an assignment of an interest in a trust fund. The general doctrine is, that the assignee who first

gives notice to the trustees is entitled to priority over earlier assignees who have not taken that precaution. Giving notice in such cases is very analogous to taking possession, where the property is of a nature to admit of tangible possession. The question in the present case was, how far this doctrine applied to assignees in bankruptcy. The bankrupt's wife was at the time of his bankruptcy interested in a reversionary fund, held by the trustees of the will of the lady's father. Eight years after the bankruptcy the bankrupt and his wife joined in assigning their reversionary interest in the fund as security for an annuity granted by them in consideration of £1000. The assignee immediately gave notice to the trustees of the will, no previous notice having been given by the assignees in bankruptcy. In 1856 the reversion fell into possession, and was claimed both by the assignees in bankruptcy and the subsequent assignee for value, who had given notice. The contention of the assignees in bankruptcy was, that the doctrine of priority depending on notice, did not apply to an involuntary assignment on a bankruptcy. This point had never been decided, but in the somewhat analogous case of insolvency, it was held in *Re Atkinson*, 2 D. M. G. & G. 140, that notice was as necessary as in the case of a particular assignee, Lord *St. Leonards* considering it clear that no distinction existed. *Wood*, V. C., accordingly held that the general doctrine of *Dearle* v. *Hall* (3 Russ. 1), and that class of cases, as to notice, applied to assignees in bankruptcy with as much force as to any other assignees, observing that the mere assignment was not possession, but that the title required to be perfected by notice, and that this had been done by the assignee for value.

SOLICITOR—ELECTION AGENCY—TAXATION.

Re Osborne, 6 W. R. 401.

This was an application to discharge a common order for taxation of bills delivered by a solicitor for his services as an election agent. It was said, that these were services not rendered in the character of a solicitor, and therefore not liable to taxation; but the Court held that attending an election committee, and assisting and advising them in the general conduct of an election, required legal knowledge, and was properly a professional engagement, in respect of which the bills of costs delivered were liable to taxation.

ADMINISTRATION BY CROWN—LIABILITY OF ADMINISTRATOR.

Edgar v. *Reynolds*, 6 W. R. 404.

A rather curious point occurred in this case, viz. whether the Crown, after causing administration to be taken out by the Solicitor to the Treasury, and obtaining possession of the estate of an intestate, could afterwards, on the next of kin being discovered, be compelled to refund with interest, or whether the principal alone could be claimed. *Kindersley*, V. C., held that the Solicitor to the Treasury, though agent for the Crown, was liable in exactly the same way as any other administrator, and ordered payment of the fund with interest.

PRACTICE—PRODUCTION OF DOCUMENTS EVIDENCING TITLE—PROTECTION.

Lloyd v. *Purves*, 6 W. R. 421.

In our observations on *Davis* v. *Parry* (6 W. R. 174),* we noticed some of the grounds on which parties may resist the production of documents. The cases there cited were illustrations of the rule which protects parties from the obligation to produce, upon the ground that production would be a violation of professional or other confidence, or upon the ground that the holder has a lien on the documents, and that he is, therefore, entitled to refuse their production until his lien is discharged, unless the documents themselves are impeached as fraudulent. In the present case the object of the suit was to restrain the defendants from working mines claimed by the plaintiff, who admitted the defendants' title to the surface, the title to the minerals having been severed in 1699. Both parties claimed under the same title down to that period. By the 20th section of the 15 & 16 Vict. c. 86, a defendant may apply for the production of documents in the possession of the plaintiff; and the defendants in the present case moved accordingly. The motion was resisted by the plaintiff, on the ground that some of the deeds, &c., for which the defendants asked, related to, and showed, or tended to show, the plaintiff's title, and that none of them tended to show the defendants' title. *Wood*, V. C., held that this was a sufficient answer to the demand of the defendants, the defendants themselves not having set up a common claim,—their claim, moreover, not purporting to be founded upon the deeds in the plaintiff's possession. It appeared also, that the documents in question showed the plaintiff's title, and were therefore his evidence. As a general rule, it may be stated, that where one party denies the relevancy of documents to the subject matter of litigation, and where it is obvious that they could not in any way tend to support his opponent's case, the latter is not entitled to an order for their production. Where documents do relate to the matter in litigation, a plaintiff or defendant is entitled to their production by his opponent, even although they may also relate to the title of the latter; but where it is plain that they are not material, even though they relate to the title of the party moving, production will not be ordered. An heir at law, for instance, suing in that right would not be entitled to inspect the title deeds in the possession of a devisee, inasmuch as the title of the former is independent of title deeds; and the only issues he has to prove are the seisin of his ancestor, and the invalidity of the will. In *Bolton* v. *The Corporation of Liverpool* (1 My. & Ke. 91), Lord Brougham thus states the rule as to documents evidencing title:—"A party has a right to the production of deeds sustaining his own title affirmatively, but not of those which are not immediately connected with the support of his own title, and which form part of his adversary's. Those under which both claim he may have, or those under which he alone claims." *Smith* v. *The Duke of Beaufort* (1 Hare, 520) is an authority that where documents in the defendant's possession are admitted to be relevant to the plaintiff's case, the plaintiff, and not the defendant, has a right to judge of the materiality of such relevant documents; and that a suggestion in the answer that they will not prove the plaintiff's case is not alone a defence to the motion for production. But where a defendant credibly denies the allegation upon which the plaintiff founds his title to a production of documents relating exclusively to the defendant's case, the plaintiff has no right to call for an inspection of such documents only for the purpose of seeing whether he can discover something which may invalidate the defendant's case. Where the relevancy is admitted, production can only be resisted upon precise and definite grounds; and in a suit for discovery only, where the case made by the bill is specifically denied. In the last-named case, on appeal (1 Phill. 209), Lord *Lyndhurst* held that it made no difference that the bill was filed for discovery in aid of a defensive proceeding, and that the case made by the bill did not consist in the assertion of an affirmative title in the plaintiff, but solely in the suggestion of specific defects in the title of the defendant.

It has been decided (*Walker* v. *Kennedy*, V. C. K., 5 W. R. 396), that a defendant is entitled to ask the plaintiff, immediately after answer filed, to produce documents under section 20 of the 15 & 16 Vict. c. 86; but the Court will give the plaintiff time enough to ascertain that the answer is sufficient.

* Ante, 483.

Cases at Common Law specially Interesting to Attorneys.

EVIDENCE, LAW OF—AFFIDAVIT OF DEFENDANT, OR OF WIFE, IN PROCEEDINGS FOR ADULTERY—20 & 21 VICT. c. 85, s. 33.

Ling v. *Croker*, 2 C. B., N. S., 760.

This was one of the last actions brought for criminal conversation. The proceeding itself is now (as is well known) abolished, but the point on which this case is reported is one still deserving attention. At the trial the verdict had passed for the plaintiff with heavy damages, and an application was made on the part of the defendant for a new trial on the ground of surprise;—an application which it was sought to sustain by an affidavit of the wife of the plaintiff. The Court granted a rule nisi, though intimating that they had much doubt if such an affidavit was admissible for any purpose, as it was the policy of the Legislature altogether to exclude such evidence, on the ground of the public scandal that would result from receiving it. Accordingly, on the rule coming on for argument they discharged it, chiefly on the ground of the inadmissibility of the wife's affidavit; which did not, it may be remarked, deny the adulterous intercourse, but sought to establish only a collateral and independent fact, viz., the authenticity of certain letters. In the previous case of *Hawker* v. *Seale* (17 C. B. 595), upon a similar application being attempted to be supported by a similar affidavit, and also by one from the defendant himself, denying the criminal intercourse of which he had been found guilty by the verdict of which he complained, the Court accepted this last affidavit (at the suggestion of *Jervis*, C. J.), because such affidavit had always been received in support of motions for a new trial, in such cases, as a pledge to the Court of the bona fides of the defendant himself;

but in that case also, they refused to admit the affidavit of the wife of the plaintiff to the same effect. These two decisions establish, therefore, that in proceedings in banco before the courts of law arising out of actions for crim. con., it was the rule (while those actions existed) to admit, under certain circumstances, an affidavit from the defendant of his own innocence, but to exclude, under all circumstances, and for all purposes, the affidavit of the plaintiff's wife, whether it asserted her innocence, or went to prove only some collateral fact. This being so, will the same practice be followed in the Court for Divorce and Matrimonial Causes in a case where (under 20 & 21 Vict. c. 85, s. 33) a husband claims damages from any person on the ground of his having committed adultery with the wife of the petitioner? It is apprehended that it will, for (says the Act) such claim "shall be heard and tried on the same principles, in the same manner, and subject to the same or the like rules and regulations, as actions for criminal conversation are now tried and decided in courts of common law." And again, by section 48, it is enacted that the rules of evidence observed in the superior courts of common law shall be applicable to, and observed in, the trial of all questions of fact in the new Divorce Court. It is also noticeable that the present Judge Ordinary took part as a common law judge in the case under discussion, and expressed "a very strong opinion that neither the affidavit of the wife, nor that of the defendant, can be looked at for any purpose in cases of this sort."

Liability of Husband for Goods supplied to his Wife.

Atkyns v. *Pearce*, 2 C. B., N. S., 763.

The true principle on which a husband is, in certain cases, bound to pay for what is supplied to his wife, is that of *agency*. He can never be so bound unless he is considered as her principal in the transaction, as one of the consequences resulting by law from the contract of marriage; or, unless he has *made* himself her principal on the occasion by giving his assent, either express or implied, to her taking credit for the goods supplied. Of the first class of cases, those which have reference to necessaries supplied by a stranger to a wife left destitute by her husband are the most common examples; such as that of *Reed* v. *Moore* (5 C. & P. 200). In the second class are comprised those cases which turn upon the question of the husband's cognizance and assent to the supply to his wife (see *Manby* v. *Scott*, 1 Sid. 109; *Reid* v. *Teakle*, 13 C. B. 627; and other cases cited in Lush's Pr., 2nd ed. p. 59). In the case under discussion, it was attempted to show, on behalf of the plaintiff (a tradesman who sued the husband for necessaries supplied to the wife, at her request, for the use of his children while she was living in adultery with another man), that, though by her misconduct she had ceased to possess the general authority as his agent, arising from the conjugal relation, she was, notwithstanding, still clothed with a special authority to provide for her husband's children. The Court seemed to admit that, under some circumstances, such a special authority might be held to exist, after the general authority had been extinguished, but they held that, in the case before them, its having been in fact given was rebutted by the circumstance that the husband, before his departure abroad, had left his wife a sufficient provision for his children during his absence. It may be remarked, that in this case there was no suggestion that the plaintiff, before supplying the goods, had been aware that the woman was not the wife of him with whom she was living. It had been already held, in *Norton* v. *Fazan* (1 B. & P. 226), that, if he had been aware of that fact, he could not recover; but in that case it was held, that if there was no evidence to that effect, the husband was liable for necessaries supplied to her. But the circumstances of that case were not identical with those in that under discussion; for the husband, though he left his wife on account of her adultery, suffered her to remain in his house, together with his children, without making any provision for her. This case, therefore, which was pressed upon the Court in that under discussion on behalf of the plaintiff, is easily distinguished, and it is not referred to by the Court in delivering their judgment.

Taxation of Costs—What is recoverable as "Costs in the Cause."

Jewell v. *Parr*, 2 C. B., N. S., 809.

This was a question as to "costs in the cause," and the items which can be claimed as such from the unsuccessful party to an action. It arose in an action brought to recover the amount of two bills of exchange and of a promissory note. The declaration consisted of three counts, two of them on the two bills respectively, and the other on the note. The action was three times tried. The first trial proved abortive, a venire de novo issuing as the result of a bill of exceptions tendered to the ruling of the judge, and at the second trial, there was read, on behalf of the defendant, certain evidence taken in the interim under a commission at Paris. The result of this trial was that, by the direction of the judge, a verdict was entered for the defendant on the second count (in consequence of the evidence he had obtained under the commission), and for the plaintiff on the first and third counts. This ruling was again excepted to on behalf of the defendant, so far as related to the first and third counts; and in making up the record preparatory to the argument of this second bill of exceptions, the defendant was allowed to set off on taxation the costs of the issues on which he had succeeded, including the costs of the commission.

Before, however, the bill of exceptions was argued, it was abandoned by the defendant in compliance with a decree made by the Court of Chancery in certain proceedings in equity which he had instituted, and by which the action was directed to be retried, and the defendant permitted to amend the record by adding a plea. On the third trial upon the record so amended, some of the issues raised were found for the plaintiff and some for the defendant, but the evidence obtained at Paris was inapplicable to the amended state of the record, and the matters in difference were ultimately determined by a decree in Chancery in favour of the defendant, and directing that the plaintiff should pay to the defendant "his costs of suit." A question now arose on taxation of these costs, as to whether the defendant was entitled to the costs of the commission at Paris. It was held by the Master, that the taxation had for the purpose of making up the record preparatory to the sealing of the second bill of exceptions, and by which the defendant was allowed these costs, was a merely formal matter, which now went for nothing; and that the "costs in the cause" must now be taxed as if no former taxation had taken place, and that, consequently, the costs of the commission could not be held to form part of such costs, inasmuch as the evidence furnished thereby was inapplicable to the record of the action as ultimately amended and made up for the third and last trial at law. In this view the Court concurred, and discharged the rule for reviewing the taxation, *Cresswell*, J., observing to the defendant, "The costs you claim were taxed and allowed to you as the *costs of the issue* upon which you succeeded at the second trial. By what magic do they now become *costs in the cause?*" It does not appear from the report whether any money had passed between the parties in consequence of the taxation of the costs on the occasion of the second trial. It is presumed, however, that the plaintiff recovered his general costs, less the costs of the issue on which the defendant succeeded, and that the effect of the whole is, that he still retains the sum so received; or, if no money actually passed, is now entitled to set off such costs, pro tanto, as against the Master's allocation in favour of the defendant. But it does not clearly appear whether the costs previously taxed were the costs of the trial only, or of the action generally—if the latter, they would seem now to belong to the defendant. It is much to be regretted that reports of cases upon the subject of costs should not be given in greater detail. They are less easy to be understood than any others to be found in the books, not on account of any difficulty in the principles by which they are decided, but because so much is usually left to be supplied by the imagination of the reader.

Equitable Pleading under the Common Law Procedure Act, 1854.

Minshull v. *Oakes*, 2 H. & N. 793.

In this case a point was incidentally glanced at by the Court, which, it is believed, has never yet been judicially determined—viz., whether a plea pleaded professedly as a defence on equitable grounds, under the provisions of the Common Law Procedure Act, 1854, can, for the sake of avoiding circuity of action, be also held to afford an answer as a defence at law. This point it became, in the case under discussion, unnecessary to decide, because the plea in question was held by the Court to be insufficient as a defence, either upon equitable or legal grounds. The plea was to an action by the plaintiffs as reversioners on the covenants in a lease for repair of certain premises, against the defendants as assignees of the lease, and the substance of the plea pleaded as a defence on equitable grounds was, that the plaintiffs themselves were in possession of the premises under a demise from the defendants, and under a covenant to repair the same, and that, by their conduct, they prevented the defendants from repairing according to the covenant in the lease assigned to them. The term, however, for which the plaintiffs

held the premises from the defendants, fell short by thirty days of that for which the defendants held under the lease assigned to them; and therefore the plea was held to be faulty both at law and in equity.

Correspondence.

DUBLIN.—(*From our own Correspondent.*)

COURT OF APPEAL IN CHANCERY.

Validity of Will containing a Residuary Bequest in Favour of the Solicitor who prepared it.

Keogh v. *Barrington.*

This was an appeal from the Court of Probate, which had given a decision in favour of the will and codicil of John Rowe Power, who died in December, 1849; and the case has excited considerable attention among solicitors, as it mainly involves the question of the validity of a large bequest, given by the will to the solicitor who prepared that instrument. It appeared from the evidence that the deceased was an unmarried man, of penurious habits, who had acquired a considerable fortune. He had been at an early period of his life intimate with the respondent (Sir M. Barrington, Bart.), and, besides the friendship that then existed between them, the latter had been professionally engaged for the deceased on several occasions, between the years 1812 and 1819. From that time, however, there appears to have been no intercourse whatever between them, although the deceased on several occasions spoke to third parties of his acquaintance with, and esteem for, his early friend, whose success in life he appears to have regarded with satisfaction. For many years prior to 1849, they do not appear to have met. The persons in whose house Mr. Power was residing were, however, aware of his former intimacy with Sir M. Barrington; and when, in December, 1849, the severe disease attacked Power which speedily terminated in his death, they sent for Sir M. Barrington, immediately on whose arrival he had an interview with the deceased, and obtained his permission to repeat his visit next morning. On the occasion of his second visit, on the following day, the respondent took down in pencil, in a hurried manner, the testamentary instructions of Mr. Power; and then returning to his office, directed his confidential clerk to prepare a will based on those instructions. The document being engrossed, after a brief interval, was brought to and signed by the testator, in the presence of the aforesaid clerk and of Mr. J. S. Moore (a solicitor called in for the purpose), and they duly attested it. The testator then underwent a painful operation, and died on the following morning, retaining, as it clearly appeared by the unimpeachable evidence of Sir P. Crampton and Mr. Cusack, his medical attendants, his mental faculties unimpaired up to the very day of his death. The will in question gave large legacies to several distant relations of the testator, and then bequeathed the residue and remainder of his property to Sir M. Barrington, the respondent, whom he also appointed sole executor. The legacies have since been paid into the Court of Chancery under the Trustee Relief Acts; and the present proceeding was instituted by some of the next of kin, for the purpose of setting aside the will, and thereby of compelling Sir M. Barrington to refund about £30,000, which he has taken under the residuary bequest. The case having been fully argued last week, and voluminous evidence adduced on both sides, the Court postponed the giving of judgment till yesterday, when it affirmed the decision of the Court below, establishing the will. From the lengthy judgments delivered, the following passages are extracted:—

The Lord Chancellor, after stating the facts of the case, said, that the Court must be satisfied, upon a due consideration of the entire case, that the testamentary instruments propounded duly express the intentions of a free, capable, and conscious testator. A will was not to be set aside on the ground only of its being capricious or unreasonable. The testator must, however, be competent to appreciate his property, and to form a judgment with respect to the parties whom he chooses to benefit by it after his death—capacity sufficient for that would only be required. The general rule of law was, that when the ordinary proof has been given that the testamentary instrument has been executed in the manner, and with the formalities prescribed by law, all other requirements to render the instrument valid would generally be presumed. There were, however, cases calling for more rigid and more complete proof, the amount of which must vary according to the exigencies of each particular case. Where the person preparing the instrument or conducting its execution was himself benefited by its dispositions, the Court was called upon to be vigilant and zealous in examining the evidence offered in support of that instrument; and the law was now authoritatively settled, that, in such a case, sufficient evidence must be given to satisfy the Court that the testator clearly understood and fully intended to make that disposition of his property which the will purported to direct. It had been at one time supposed that this evidence should be of a peculiar kind; but the modern rule simply required satisfactory proof of some kind to be given—whether of instructions for the preparation of the will, or of the adoption of it after it had been drawn up and read over to the testator, or any like mode of showing by sufficient evidence that the instrument, as executed, did express the genuine will of the deceased; that he was free, and capable, and cognizant of the contents of the document, which he authenticated by his signature. To free this case from every irrelevant issue, it might be observed that no objection founded on a supposed case of fraudulent imposition or under influence, could be sustained by the appellant. It was not enough in such a case to show the liability of the testator to such influence or imposition. The objector must satisfy the Court that the testamentary act was, in fact, obtained by means of such influence or imposition; neither surmise nor suspicion could be a substitute for proof. Again, it was beside the real issue to suggest other dispositions of the property as more probably consistent with what some might suppose the more genuine intentions of the testator; to suggest plausible objections against the bequests actually made, and probable reasons for those proposed as preferable. This subject had been lucidly dealt with by Lord Kenyon in the *Greenwood case*. This case was then brought to the proper and material issues—was the deceased a free and capable testator at the time when he executed the will? Was he aware of its contents? The evidence was satisfactory as to the mode in which the instructions for the will were given. As to the execution of that instrument, it was proved by the unimpeached testimony of both the attesting witnesses that the will, as prepared, was truly read to the testator; that he attended to it with intelligence; that he suggested alterations, which could only have emanated from himself, and which exhibit both accuracy of memory and clearness of understanding in reference to the subject matter. Could it be supposed that if the respondent had been fabricating a will for his own benefit, he would have sent out for other professional gentlemen to be the unconscious accessories to the fraud? or that he would have brought Mr. Moore to witness the instrument, and have placed it in his hands to read it aloud to the testator? . . . On the day when the will was executed, the medical witnesses saw the testator both before and after the execution; and it appeared from their evidence that his bodily prostration was not such as to render mental capacity doubtful, while it was clear that from the disease alone could any such alleged incapacity have proceeded. . . . Independently, therefore, of the evidence of Sir M. Barrington, there was a body of positive testimony from witnesses most competent to judge, and without any assignable motive for misrepresenting, some of whom could have given still more conclusive evidence if called upon when the facts were still recent. . . The evidence led to the judicial conclusion that no case of incapacity had been made out; nor had the project of impeaching the validity of the will occurred to the mind of any one until years after the events had taken place. The elevated mind of Lord Mansfield discredited the witness who came forward to repudiate an instrument which he had deliberately attested: and the cautious precision of Lord Eldon put the matter in the same light (1 Ves. & B. 208). His Lordship here commented upon the conduct of Irvine, one of the witnesses to the testator's codicil, and now one of the moving parties in the present proceeding. In reference to the lapse of time allowed by them to occur, before instituting it, he remarked that they all seemed to have acquiesced in the distribution of testator's assets, in payment of legacies, &c., in 1850. It was neither consonant to right reason, or consistent with equity, that all or any of the parties so assenting in 1850 should, at the end of nearly six years, without offering any excuse for the delay, institute this suit, and avail themselves (for no new information had been obtained) of the testimony of witnesses, some of whom confessed that they told their story within a month of the testator's decease. It was doubtless true that lapse of time was not an absolute bar to the institution of a suit by the next of kin. But it was laid down by Sir W. Wynne (2 Phill. 230, note) that this must be taken with the reasonable qualification there indicated by him. . . . . It was to be regretted that Sir M. Barrington should have been subjected to the penalty of a suit got up in the manner the present one had

been: but it was scarcely possible for any man to take an active part in the preparation or completion of an instrument giving him so considerable a benefit, without laying himself open to at least disagreeable suspicion—sometimes censure, or it might be condemnation. All interests combined to require, in order to guard the bed of a dying testator from undue intrusion, that the assistance of the most disinterested party should be procured. . . . In conclusion, the words of Knight Bruce, L. J., in *Hardman* v. *Wetherell* (5 D. M. G. 310), might be most appropriately used. That was also a case where a solicitor had prepared a will, made in his own favour; and that bequest was supported, there being nothing to show that the testator's intentions were unfairly caused or improperly influenced.

The Lord Justice (Blackburne) then gave his reasons for concurring in the view that the appeal should be dismissed.

Appeal accordingly dismissed with costs. (It is expected that the appellants will proceed to the House of Lords.)

EDINBURGH.—(*From our own Correspondent.*)

Lord Handyside, one of the judges of the Court of Session, died on Sunday morning last; there is, therefore, a good office in the gift of the Lord Advocate vacant. As a matter of course, every one is speculating on his successor, and, among the rumours current, the strongest is that the appointment is to be offered to the late Lord Advocate. The very mention of such a proposition seems absurd, and yet it is repeated everywhere with the utmost confidence by persons who ought to know, if any one does, what the Lord Advocate's intentions are. For my own part I do not believe in the report. I do not doubt that the present Lord Advocate is generous enough to make the offer; but I hope that the late Lord Advocate has more spirit, and more faith in the ultimate triumph of his principles, than to catch at this seat, like a drowning man at a straw. I think the probability is, that Mr. Penny, who was generally named as Solicitor-General when the present Government came into office, will be appointed. It is not probable, I think, that Mr. Baillie, the Solicitor-General, will desert his chief so soon, although it must be admitted that the opinion that he will be appointed, rather than Mr. Penny, is the more general one.

Lord Handyside had only been a few years on the bench. He had not been previously well known as an advocate, and, comparatively speaking, had seen little practice. His appointment was therefore looked upon as more than a doubtful one. From the day he took his seat on the bench, however, his popularity gradually and steadily increased; and although he certainly, even at the last, had not achieved any great reputation either as an acute or profound lawyer, he demonstrated that he possessed qualities of the utmost importance in a judge. He was a man of the highest integrity; calm and dignified in his demeanour; most courteous and patient in listening to the counsel pleading before him; and he ever exhibited the most praiseworthy anxiety to understand the views urged upon his attention; and with this view evidently laboured to divest his mind of all bias derived from preconceived opinions of his own; lastly, it was plain, from the notes appended to his judgments, that he spared no trouble in the study of his cases at home. To all these high qualities he added unwearied diligence; and there was no judge on the bench who felt more strongly than he did that unnecessary delay was a denial of justice, or who was more careful in his own court to see that its forms were not used for the purpose of creating delay. He was a willing law reformer, and personally made various attempts to get arrangements made for throwing all formal business upon the clerks of court, in order that the judges might have time to do that work which alone required their personal attention; but the work was too great for him, and the rolls still testify the necessity for the interference of some reforming Lord Advocate, who has the power to carry out his will.

Another office, that held by the late Mr. Thomas Knox Beveridge, W. S., viz. Assistant-Clerk of Session, is also vacant at present. The emoluments are only about £300 a-year, but the work is not heavy, and there are, consequently, many applicants. I have no means of knowing who is likely to be appointed, but common rumour names Mr. Doig, the private clerk of the present Lord Wood, who has been long spoken of as likely to retire from the bench. Whether the bestowal of the office upon Mr. Doig has anything to do with the retirement of the judge, I am not aware; but I believe that the appointment of Mr. Doig would save £100 a-year to the country, in the shape of his retiring allowance, or rather his allowance on his master's retirement. This allowance being a solution for throwing him loose upon the world, I suppose.

Edinburgh, April 22, 1858.

COUNTY COURTS AND ATTORNEYS.

To the Editor of The Solicitors' Journal & Reporter.

Sir,—Although I am the last man that would support any low practice by the profession, yet I would wish to see them protected in the due exercise of a calling by which, and the faithful discharge of its arduous and responsible duties, they expect to procure their daily bread. Now it is a well-known fact that eighteen out of twenty of their cases in the superior courts have been taken from them by the extension of the powers of the county courts.

In these latter courts no party can appear except in person, or through the medium of a barrister instructed by an attorney, or by an attorney, except by permission of the judge. Of what use is the above clause if the judge's permission is granted? It then becomes a dead letter.

The advocates in the county courts consist of barristers, attorneys, and debt collectors, eighteen cases out of twenty being conducted by the debt collectors—is this fair?

The following is copied from the *Manchester Guardian*, of Monday, 19th April, 1858. At the county court held at Upper Mill, on Saturday last (an agent) appeared for *several* plaintiffs to prove their debts. The agent said he was agent for the Mutual Trade Protection Society at Stalybridge, *and that he attended the court* for the purpose of proving admissions of the debt after his having called on the defendants for payment. His Honour, T. S. Greene, Esq. said, "It was *a most dangerous* and *improper* practice, and one *he could not sanction.* That county courts were never established for agents to prove in that loose manner.

"It was impossible *an agent* could know the circumstances under which a debt *was contracted*, and that great inducements were held out to *misrepresentation* thereby."

He declined allowing the *agent* to prove the debt, and dismissed the case.

Mr. Raines, the judge of the county court (at Hull, I think) acts on the same principle.

If you think these remarks are worth insertion, your inserting them will oblige, yours obediently,

John Ray,
Solicitor, Leeds, Yorkshire.

19th April, 1858.

Pending Measures of Law Reform.

THE CHANCERY AMENDMENT BILL.

[*Mr. Solicitor-General.*]

1. This Act shall commence and take effect from and after Nov. 1, 1858, and may be cited and referred to as "The Chancery Amendment Act, 1858."

2. In all cases in which the Court of Chancery has jurisdiction to entertain an application for an injunction against a breach of any covenant, contract, or agreement, or against the commission or continuance of any wrongful Act, or for the specific performance of any covenant, contract, or agreement, it shall be lawful for the same Court to award damages to the party injured, either in addition to or in substitution for such injunction or specific performance, and such damages may be assessed in such manner as the Court shall direct.

3. It shall be lawful for the Court of Chancery to cause the amount of such damages in any case to be assessed or any question of fact arising in any suit or proceeding to be tried by a special or common jury before the Court itself; and the Court of Chancery may make all such rules and orders upon the sheriff or any other person for procuring the attendance of a special or common jury, for such assessment of damages or the trial of such question of fact, as may be made by any of the superior courts of common law at Westminster, and may also make any other orders which to the Court of Chancery may seem requisite (see 20 & 21 Vict. c. 77, ss. 35-7); and every such jury shall consist of persons possessing the qualifications, and shall be struck, summoned, balloted for, and called in like manner, as if such jury were a jury for the trial of any cause in any of the said superior courts; and every juryman so summoned shall be entitled to the same rights and subject to the same duties and liabilities as if he had been duly summoned for the trial of any such cause in any of the said superior courts; and every party to any such proceeding shall be entitled to the same rights as to challenge and otherwise as if he were a party to any such cause; and generally for all purposes of or auxiliary to the assessment of damages or the trial of questions of fact by a jury before the Court itself, and in respect of new trials, the Court of Chancery shall have the same jurisdiction, powers, and

authority in all respects as belong to any superior court of common law, or to any judge thereof for the like purposes.

4. Any question of fact and any question as to the amount of damages which shall be so ordered to be tried by a jury before the Court itself shall be reduced into writing in such form as the Court shall direct, and at the trial the jury shall be sworn to try the said question, and a true verdict to give thereon according to the evidence; and upon every such trial the Court of Chancery shall have the same powers, jurisdiction, and authority as belong to any judge of any of the said superior courts sitting at nisi prius.

5. The powers of making general rules and orders given by the 15 & 16 Vict. c. 86, s. 63, shall extend to and include the summoning of jurors and witnesses, the assessment of damages, and the trial of questions of fact, and generally the course of procedure of the Court in relation to all the matters aforesaid.

Professional Intelligence.

ATTORNEYS TO BE ADMITTED.

Queen's Bench.

Easter Term, 1858.

Clerk's Name and Residence.	*To whom articled, assigned, &c.*
Browning, Edward Charles, Redditch	E. Browning, Redditch.
Fisher, Frederick, 39, Noel-street, Islington; Pakenham-street; 29, King-street, Holborn; Edgbaston	John Smith, Birmingham.
Hutchinson, Edward, The Mount, York; Chester-terrace, Eaton-square; Cranley-place, Onslow-square, Brompton	G. Leeman, York.
Lawson, Archibald Scott, 2, Percy-street, Old St. Pancras-road	G. L. P. Eyre, John-street, Bedford-row.
Lawson, Richard de Mulinfeldt, 17, Granville-square; and Hatton-garden	F. Webber, Trowbridge.
Moore, Edward, jun., Lymington	E. Moore, Lymington.
Phillips, John Palmer, Edgbaston; and Furnival's-inn	T. Martineau, Birmingham.
Stoton, William Orlando, 11, Durham-terrace, Bayswater; Cambridge-street, Pimlico; and New Bridge-street	T. Chubb, Malmesbury; W. E. Oliver, New Bridge-st.
Ward, David, Terrington, St. Clement, Norfolk	J. J. Coulton, King's Lynn.

Last Day of Easter Term, 1858.

Barton, Walter, 2, Wigton-villas, Sydenham	W. S. T. Sandilands, Fenchurch-street.
Bebb, Henry Charles Lewis, East Moulsey; and Argyle-street, Regent-street	J. Bebb, Argyle-street.
Beeching, John, 55, Acton-street, Gray's-inn-road; Tonbridge; and Bernard-street, Russell-square	H. A. Gray, Hibernia-chambers, London-bridge.
Brain, Alfred Henry, 12, Hemblington-cottages, Queen's-road, Dalston; and Hanbury-cottages, Grange-road, Dalston	H. Bunny, formerly of Newbury.
Browne, Owen Francis, 26, Swinton-street, Gray's-inn-road; Liverpool-street, Argyle-square; and Argyle-square	J. S. Leakey, Lincoln's-inn-fields.
Capel, Richard Cecil, 8, Guildford-street, Wilmington-square; Park-road, Chelsea; and Wareham, Dorset	W. H. Bush, Bristol.
Coryndon, Selby, Plymouth; and Claremont-place, Pentonville	A. Rooker, Plymouth; J. W. Matthews, Plymouth.
Elkins, Peter Francis, 53, Euston-road	E. Elkins, Newman-street, Oxford-street.
Furniss, Martin Edward, 74, Charlwood-street West, Pimlico	J. Guy, Manchester; Heaton & Brackenbury, Gainsborough.
Gregory, Charles, Eyam, Derbyshire	E. Lambert, John-st., Bedford-row; and Chancery-lane.
Gregory, William John, Cirencester; and London	R. A. Anderson, Cirencester; W. Daubeny, Cirencester; W. Lovell, Great Ryder-street.
Harris, Charles Rice, 13, South-place, Kennington-park; and Lamb's Conduit-street	J. G. H. Owen, Pontypool.
Homer, Joseph, Cradley, Staffordshire	J. Homfray, Brierly-hill, Staffordshire.
Morgan, William James, Shrewsbury; and Richmond-terrace, Dalston	W. Morgan, Shrewsbury.
Nash, Alfred Dormer, 14, Great Coram-street, Russell-square	J. I. Wathen, Bedford-square; H. Crocker, Chancery-lane; A. Mayhew, Carey-street.
Neal, William, 5, South-grove, Stoke Newington-green; and Brook-street, Upper Clapton	S. Neal, Austin Friars; W. Cox, Pinners'-hall, Old Broad-street.
Newton, Ralph George, 3, Lancaster-place, Strand; Windsor-terrace, Vauxhall-road; and Buckworth, Hants	H. Edwards, King's Lynn.
Peacock, Richard Henry, 13, Theberton-street, Islington	W. H. Trinder, Bedford-row.
Pope, Luke, Smethwick, Stafford; and 31, Frederick-street, Gray's-inn-road	G. H. Hinchliffe, West Bromwich.
Pulling, John Lenton, 4, Elizabeth-terrace, New Cross	A. Goddard, King-street, Cheapside.
Rhodes, James Alfred, 8, Acacia-road, St. John's-wood; Upper Clapton; Seale-lodge, near Farnham; and Hammersmith	E. Futvoye, John-street, Bedford-row.
Robinson, George Frederick, 6, Half Moon-street, Piccadilly	H. G. Robinson, Half Moon-street.
Roper, George Edward Trevor, Plas Teg Mold, Flintshire; and Acton-street, Gray's-inn-road	W. B. Collis, Stourbridge.
Rowlands, Richard, Park Bychan, near Mold, Flint; Sherborne, Dorset; and Bangor, Carnarvon	J. D. Pugh, Mold and Wrexham; R. B. Griffith, Bangor.
Russell, Thomas, 60, High-street, Croydon	R. Russell, Coleman-street.
Seaman, Francis John, Chichester	E. W. Johnson, Chichester.
Skryme, John Henry, Ross, Hereford; and Featherstone-buildings	H. Minett, Ross.
Stone, Thomas, Tarlton, near Cirencester; and London	R. Mullings, Cirencester.
Thomas, Robert, 2, Montague-place, Islington; and Amwell-street, Pentonville	H. J. Hollier, Aberdare.
Thompson, William, Grove-house, York; and Baker-street, Lloyd-square	L. Thompson, York.
Turner, William, Exeter	G. W. Turner, Exeter.
Walker, Edward, Spilsby; Calthorpe-street, Gray's-inn-road; Lower Calthorpe-street, Granville-square, Pentonville; and Camden Town	W. Walker, jun., and John Walker, Spilsby.
Webster, William Shakespear, Church-side, Kennington	H. G. Robinson, Half Moon-street.
Welch, Charles John, Ashbourne, Derby	C. H. Welch, Ashbourne.
Winch, Edward, Howard-street, Strand; Craven-street, Strand; Featherstone-buildings, Holborn; and Rochester	J. Lewis, Rochester.

TAKING OUT AND RENEWAL OF ATTORNEYS' CERTIFICATES.—May 10, 1858.

Bedford, Francis Riland, Sutton Coldfield, near Birmingham; and Winchester-street, Pimlico.
Blackburn, Richard Henry, Preston.
Cooper, William, 6, Portland-road, Regent's-park.
Dickinson, Edmund Allgood, 47, Ashford-street, Hoxton.
Fluck, Henry Thomas, Birmingham; St. Martin's-court, St. Martin's-lane; New Millman-street; Charlotte-street, Pimlico; and Long-acre.
Glover, William Cheshire, Hanley, Staffordshire.
Goatly, Walter Ephraim, Shooting-common, Kent.
Gummer, Stephen Henry, Chester.
Heap, John Cadman, 26, Alfred-street, Bedford-square; Brighton; and Kilburn.
Hicks, William, 9, Grafton-villas, Loughborough-park, Brixton.
Linton, Robert, Bristol; and St. George's-terrace, Lonsdale-square, Islington.
Miller, Willoughby, Aberystwith.
Nicholson, Alfred, 1, Bold-place, Liverpool; and 1, Francis-street, Tottenham Court-road.
Palmer, Robert Peach, Cambridge; and Crescent-terrace, Millbank, Westminster.
Partington, Joseph, Rochdale.
Royle, William, Northwich, Chester.
Salmon, Thomas William, Diss.
Sheppard, Charles Edward, Clifton, Bristol.
Smallwood, Thomas, Shrewsbury.
Smith, Joseph, Albert-street, Mornington-crescent; on the Continent; Emsworth, Hants.
Stebbing, John, 13, Great Marlborough-street, Regent-street; and 119, Great Russell-street, Bloomsbury.
Taylor, Horatio Trafalgar, Manchester.
Walker, John Fraser, 7, Market-street, Oxford-street; 4, Mortimer-market; 19, James-street, Covent-garden; and 90, Fetter-lane.
Wardell, George Newby, Newcastle-upon-Tyne.
Wilmot, Francis Stewart, Chippenham; Mecklenburg-street; and Devizes.
Wood, William Savile, Pontefract, Yorkshire.

Parliamentary Proceedings.

HOUSE OF COMMONS.

Thursday, April 15.

Tribunals of Commerce

Mr. Ayrton said, this subject had been pressed upon his attention by a body of gentlemen occupying most respectable positions in the city of London, who had, to the number of 1,500, signed a petition in reference to it, and had requested him to bring it under the notice of the House. Those gentlemen, in their petition, stated that they considered the present administration of justice in commercial cases to be extremely unsatisfactory, both as to the mode in which it was administered, and the delay which it entailed. They, moreover, drew attention to the fact that in foreign countries justice in such cases was administered through the medium of what were called "Tribunals of Commerce," and prayed the House to consider whether a system which worked satisfactorily in foreign countries might not with advantage be extended to our own. Now, without pledging himself to the adoption of the views which those gentlemen entertained, he could not help thinking that it constituted no valid objection to the consideration of their complaints that they were not enabled to point out in a specific shape the evils for which they sought a remedy. They felt they were labouring under a grievance; they perceived that the objects which they desired to attain when they entered upon the prosecution of a suit in a court of justice were not satisfactorily accomplished; but they were willing to leave it to professional men to determine the causes which led to that result, and if possible to devise some means by which the inconveniences of the present system might be obviated. Those inconveniences might have their origin in the proceedings to be taken at the very commencement of a suit, whereby the real point at issue might be so involved in unnecessary technicalities as to lead to considerable difficulty as to its determination when it came on for decision before the tribunal to which it had ultimately to be submitted. A considerable improvement in that respect had, indeed, recently been introduced into our system of procedure, and a man might now, in a comparatively short time—say twenty days—have his suit adjudicated upon. But it was an object of the utmost importance to merchants that their grievances should be disposed of in as many hours as it now took days to investigate them, and in accordance with the system of the "Tribunals of Commerce;" there, twenty-four hours constituted the limit within which parties interested in a suit were compelled to appear, in order that a preliminary inquiry might take place. Under the existing system, when a controversy had arrived at a stage in which a judicial decision could be taken, it frequently happened that such decision could not be obtained for five or six months, owing to the length of time which elapsed between the circuits of the judges to provincial towns. Even in London, when important commercial causes required the intervention of special juries for their decision, a delay of two or three months frequently occurred. Another objection to the present system was, that the judges reserved to themselves the right of deciding upon the effect of written instruments; but those learned personages were not necessarily the best interpreters of those commercial terms which were in continual use among merchants. Then, again, the delays which occurred greatly increased the cost of litigation; and, moreover, when a decision was pronounced, it was not certain that it would be final. In consequence of these evils, there was a tendency on the part of persons engaged in commerce in various parts of the country to send their causes for trial in London. Such a system might be agreeable to the legal profession and convenient to the judges, but it could not be otherwise than unsatisfactory to suitors, whose costs were increased, and to the jurymen of London, whose duties were enhanced by such a practice. To such an extent had this tendency to transfer the commercial controversies of the country to the metropolitan courts, advanced, that he found in one year no less than 1248 causes were tried in London, while those tried elsewhere throughout the kingdom only amounted to about 1100. That was not the natural proportion, as was shown by the returns of the business in the local courts; for, out of a total of 297,000 causes, only 55,000 were tried within the metropolitan area; and of 4000 causes for sums between £20 and £50, only 400 were tried within the metropolitan district. This undue infliction of business upon London jurymen was a real grievance; and he was informed that many merchants in the city actually preferred to pay £40 or £50 a year in fines rather than serve upon juries. That was not a proper state of things, and therefore the inhabitants of London had a great interest in seeing that justice should be properly administered throughout the country, so that the jurymen of the metropolis should not be called upon to try causes which belonged to other districts. It was needless to remark that suitors also must suffer from the present practice, for it was obvious that the trial of a cause before a distant tribunal was more expensive than a decision obtained upon the spot. Another of the evils to which merchants were subject was, that almost invariably the courts before which their actions for the recovery of trade accounts came for trial referred them to arbitration, and thus almost the whole expense of a new action had to be incurred. Why should not they be permitted to go to arbitration at the outset? Mr. Rowcliffe, a member of the distinguished firm of Gregory & Co., solicitors, said, in his examination before a committee on this subject, "My firm belief is, that merchants frequently give up disputed accounts when they would have a fair hope of recovering. They abandon their claims in preference to being subjected to the annoyance, expense, and loss of time occasioned by travelling long distances to courts of law, and waiting there until their cases come on for trial, with very little prospect of anything but a reference to arbitration." He had been asked what he meant by a Tribunal of Commerce. It was nothing more than a body selected by the Crown in France, consisting of a judge, who was a lawyer, and the chief merchants of the district, who very much resembled our special jurymen. To them was given the power of dealing with all cases arising out of commercial transactions. Where the inhabitants of a district were very few, the same power was given to the ordinary local judge, who very much resembled a county court judge. The proceedings were very summary. The Court decided a case upon what they understood to be its broad merits. If the claim exceeded £60, an appeal might be made to the superior courts of the country. He did not say that that system could be introduced with all its forms into this country, but there was one place in England—viz. Liverpool, which enjoyed the privilege of a local tribunal of unlimited jurisdiction with reference to cases that might arise within that town. Liverpool had a local judge, who sat four times in the year (more frequent sittings would probably be an improvement), and the merchant of that town had therefore four opportunities in the year of bringing his claim before a court, whereas if he commenced a suit in one of the superior courts the trial might not come on until the expiration of seven months. If he desired a speedier trial he might have to come to London. It was of the utmost importance that this question should be settled without further delay, because if a general system of tribunals of commerce were not now established they would have individual towns applying for the establishment of commercial tribunals under local acts. When several of such local tribunals had been established, some one would propose a grand reform to sweep them all away, and then compensation would have to be given to every one connected with them. He moved that a select committee be appointed to inquire respecting the expediency of establishing tribunals of commerce, or otherwise amending our procedure in actions or suits of a commercial nature.

The Solicitor-General could well understand that gentlemen engaged in commerce, who were anxious for the most speedy, effectual, and cheap mode of settling the disputes in which they were engaged, might suppose that they would derive some great advantage from institutions of the kind proposed by his hon. friend; but the House must not be led astray by suppositions of that kind; they must ask, what were the evils complained of, and whether these tribunals of commerce were likely to provide a remedy. His hon. friend said, there were constantly cases occurring in commercial matters on which a speedy decision was of the utmost importance—cases, for example, affecting perishable property, or ships ready to go to sea—and that in such instances disputes extending even over days might sometimes lead to irremediable mischief. Now, on the question of delay in legal proceedings, he begged to remind the House of one or two facts. They had introduced county courts throughout the kingdom, giving them very extensive jurisdiction, and he believed no one would call in question the complete success of those courts. With regard to questions involving a very considerable amount, they had instituted a speedy and cheap mode of settling disputes in these courts; and in addition to that they had considerably modified the proceedings of the courts of common law, rendering the proceedings in those courts as speedy as was deemed to be consistent with the interests of the parties concerned. Besides this, they had within the last two or three years passed an Act on the subject of bills of

exchange. He remembered well the debates on that measure, and how earnestly the House was pressed to reduce the proceedings on bills of exchange to the shortest possible time. The result was, that a measure was passed, by which those proceedings were brought within the compass of some three or four weeks. In these three different classes of measures, the object of the Legislature had been to remedy the evils that sprung from delay in the settlement of disputed cases; and if these proceedings could be still further shortened, he would be glad to lend his assistance in carrying out so desirable an improvement, and the House would be prepared to give it their sanction. But when his hon. friend spoke of cases that required the consideration of a special jury being brought into Court and fully stated and disposed of within twenty-four hours, he was afraid he was more sanguine than experience would justify him in being. The court he proposed would be either a court without appeal, or a court with appeal. If it was a court without appeal, he would say that such a court, deciding cases in twenty-four hours, would not enjoy confidence. If it was a court from which there might be an appeal, the decision would be suspended till the appeal was disposed of. The case would be taken before one of the higher courts; but if so, why not go before these higher courts in the first instance? It was said, the mode in which mercantile cases were tried by a judge and jury was unsatisfactory, because questions of fact were left to the jury, while the judges were in the habit of putting their own construction on questions of law; and he added, that tribunals of commerce would decide both questions of fact and questions of law. Of course, in the case of any commercial document that had a peculiar meaning, from the nature of the words employed, the evidence of witnesses would be taken, and upon that evidence the jury would be required to decide upon the peculiar meaning of the document. But did he mean to say that a document springing from the proceedings in a commercial transaction was to be adjudicated upon in a manner different from documents arising out of other matters? Any innovation of that kind in our system of jurisprudence would be eminently unsatisfactory to the country. The fact of tribunals of commerce adopting the course referred to, only proved that those tribunals sprung out of a state of things less civilised than we enjoyed in this country. They were the remnants of a less enlightened civilisation than existed in this country; they were tribunals very far inferior to those we enjoyed, and in no respect more than in this, that the mercantile men who composed them, without stating the grounds on which they interpreted written documents, mixed up in their verdicts questions of law and fact together. He admitted it was a very unsatisfactory state of things in this country, that when suitors came into one court they were handed over to another, viz. from a court of equity to a court of law, or from a court of law to a court of equity. Another complaint was, that the jurymen of the City of London had a very unfair amount of business thrown upon them, because it was the habit to send country cases to London to be tried. But how did this happen? In the first place, because the courts in London sat for a greater number of days in the year than the courts in the country did. In the next place, because they had courts sitting in Guildhall presided over by the most eminent judges, and because these courts were celebrated for the manner in which mercantile cases were decided. In the third place, because the mercantile men who were jurymen in London were eminent for the skill and intelligence which they brought to bear on mercantile subjects; and it was always the fate of those who were able to discharge their business well to get more business than others, just on account of their competency. Now, how would tribunals of commerce remedy this evil? He believed it would be found that they could not materially expedite cases tried at common law. If they did so at all it must be by having a greater number of circuits in the year, or by adopting some means of more easily bringing cases to trial. It would not be satisfactory to those who had suits to give them an inferior tribunal to that which they now possessed. The very fact that cases of this sort came up to London out of all proportion to be tried was a proof of the desire of the suitors to secure the best possible tribunal. If the proposition was that these tribunals should be paid, was it likely that Parliament would sanction the establishment of a new staff of tribunals at a very serious expense throughout the land—for they must be established wherever commerce was carried on, and there was no corner of the country in which it was not carried on. But if they were to be unpaid, what expectation was there that a sufficient number of persons would be found to volunteer for the discharge of these duties? Were they to be courts with an appeal or not? If there was to be an appeal, it must be to the courts of common law—then why not go to those courts in the first instance? If there was to be no appeal, then, in fact, these tribunals would be neither more nor less than compulsory arbitrations. No doubt it was formerly, though not now so much, a great discredit to our system of common law, that when a complicated case was brought at great expense before a jury, and it was found that so much time would be taken up, and the points were so numerous, that a jury could not possibly come to a satisfactory decision, the judge was in the habit of requesting the parties to refer to an arbitrator. But an Act had been passed enabling a judge, when a suit had been commenced—if it were shown him that it was one of complicated account, which could not be satisfactorily submitted to a jury—to insist on the parties submitting it to arbitration without incurring further expense. The evil complained of had thus in a great measure been cured. He did not think that any great benefit was likely to be derived from the establishment of these tribunals, nor would it be practicable to institute tribunals of commerce at all analogous to those existing in foreign countries. They existed abroad because they had been established from the earliest times, and had never been superseded by more formal and regular tribunals, such as our courts of law. If we were to adopt them here, we should be retrograding, not advancing, and it was not at all probable that their working would give satisfaction in the country. This subject, however, had been largely ventilated in commercial circles, and no doubt it had obtained a certain amount of favour in the minds of those who felt that all litigation was an evil in itself, and who gladly hailed any proposition which was likely to put an end to it. When a feeling of that sort existed, and among a class of persons whose opinions were entitled to great respect, it was desirable that the question should be investigated in the fullest manner, and this could not be better done than by appointing a committee.

Lord John Russell was convinced, that, having made considerable progress of late years in the establishment of local tribunals, we should have to make further progress in that direction. We should have to improve and extend those local courts, either by having a greater number, or by separating some of the smaller causes from them, in order to secure a more speedy administration of justice. There was no complaint as to the excellency of the administration of justice in these courts, but if that justice was not speedily done, injustice was often done. A nation could not possess a greater benefit than to have justice speedily as well as impartially administered, and every investigation tended to show that more might be done in this direction. In other questions besides this these local courts might exercise a beneficial jurisdiction, for there were many men who would prefer to have a speedy decision before a competent tribunal than delay a decision in order to get it from a higher court.

Mr. J. D. Fitzgerald last year carried a Bill for the reform of the law of bankruptcy in Ireland, the result of which had been to reduce the expense one-fourth, and to increase the business fourfold. He had heard that tribunals of commerce were established in Spain when the commercial transactions of that country were widely spread, thence imported into France, and gradually extended over the other states of Europe. Mr. Ayrton had not suggested that by means of tribunals of commerce questions of magnitude might be decided within twenty-four hours. His statement was, that by means of those tribunals cognizance might be taken of matters in dispute, in such a manner that the parties might within twenty-four hours be in a position to act safely in the disposition of property, instead of being obliged to act at their own peril.

Colonel Sykes had received from Calcutta yesterday the draught of an act for the organisation of tribunals of commerce in Calcutta. It was proposed to establish tribunals for the decision of all commercial questions, consisting of twenty-four consuls, elected by the foreign and native merchants—two out of the twenty-four to sit monthly for reference in all immediate cases. If a merchant bought goods on sample and rejected them on the ground that they were inferior, the consuls would determine, he presumed within twenty-four hours, whether they were according to sample or not; and he thought a commercial man would be much more likely to determine correctly than a learned judge of the supreme court. The consuls, being elected by the merchant community of Calcutta, would have their confidence. No doubt, these decisions would be acquiesced in, and there would be very few appeals to the ordinary tribunals.

Mr. M'Mahon said, that tribunals of commerce had existed with regard to matters of assurance from the reign of Elizabeth

to the close of the last century, when, in consequence of the partiality of the various gentlemen who had been called in to decide, they had fallen into disrepute.

Mr. Collier suggested the amalgamation of the Court of Admiralty with the courts of common law. In the case of a collision between two ships, the common law courts, upon a plaintiff bringing his action, were able either to award damages to him or to give a verdict for the defendant; but the Court of Admiralty could consider whether both parties had been in the wrong, and if so they could award such damages as each ought to pay. That power was extremely satisfactory. It ought to be administered by the courts of law, and if so by the county courts also.

Mr. Horsfall observed that nobody had yet ventured to answer the question of the Solicitor-General, as to whether those who were to sit in these tribunals should be paid or unpaid judges. Colonel Sykes had mentioned a case involving the question whether stock corresponded with the sample, which was speedily decided by being referred to a tribunal of commerce. In England, when such a question arose, the practice was to refer it to arbitration; and if the case mentioned had been so referred it would have been as quickly disposed of as by a tribunal of commerce. He was of opinion that if the county courts were improved, and if their powers were extended, the mercantile community could do very well without tribunals of commerce.

Mr. Ayrton presumed that the merchants who would serve upon tribunals of commerce would try the very same cases which they now tried as juries. In that respect there would be no difference in the duties devolving upon them; and he supposed they would be paid at the same rate and in the same manner as at present.

The motion was agreed to.

Court of Chancery Procedure.

The Solicitor-General moved for leave to bring in a Bill to amend the course of procedure in the Court of Chancery. There were two most serious evils under which their system of law laboured. Those evils were—first, the defective state of the law of bankruptcy; and, secondly, the impossibility at present to obtain complete relief in a single court, the suitor being obliged to go to one court, which exhausted part of the case, and then to proceed to another for the remainder of the relief which he desired to obtain. The defective state of the law of bankruptcy was an evil the importance of which could not be overrated; and he trusted that before many days passed over there would be presented to one or other branch of the Legislature a Bill remedying, to a considerable extent, those evils which all must admit to exist. The present Bill would, he trusted, go far to remove the other evil mentioned. The measure had two objects, both tending to one common end—to enable the suitor to obtain in one court the complete relief to which he was entitled. At present the Court of Chancery gave relief in cases of breach of agreement, by restraining the continuance of the breach for the future; but it could not give damages for the injury inflicted in times past. For those damages the suitor was obliged to go to a court of common law; and thus he got prospective relief from the Court of Chancery, and retrospective relief from the court of common law. So, with respect to the specific performance of an agreement, the Court of Chancery could compel specific performance for the future, but could not give damages for the non-performance of the agreement in time past. Now, he proposed to empower the Court of Chancery, upon any application for an injunction, or for the specific performance of an agreement, to award damages up to the time when the Court gave relief. On this point a corresponding jurisdiction had been conferred by Parliament on the courts of common law. They could give retrospective relief by way of damages, and the Common Law Procedure Act enabled them also to exercise jurisdiction with respect to the future by way of injunction or decree for specific performance. He proposed that the Court of Chancery should in the same manner complete its jurisdiction, and then every suitor would have it in his power to appeal either to the Court of Chancery or to a court of common law. In this way, if a perfect fusion of law and equity were not effected, at all events complete jurisdiction would be given to the courts of common law and equity in their several departments, so that there would be no portion of relief which any of those courts might not give to the suitor. The Chancery Commissioners, in their second report, recommended that this jurisdiction should be conferred on the Court. He further proposed to obviate the difficulty which now existed in the Court of Chancery in trying questions of fact. Hon. members conversant with proceedings in courts of law might be aware that in 1852 the mode of taking evidence in the Court of Chancery was materially altered. Up to that time it was taken in a very absurd manner —namely, by having written depositions as they were called, the party being examined in private without his adversary being present, and the story was committed to paper by the person in whose hand the questions were put. Under the system which now prevailed, the witnesses were not called before the judge who had to decide the case, but before an examiner of the court in the presence of both the parties. It was a manifest evil that the judge who had to decide did not see the demeanour nor hear the evidence of the witnesses. Another objection was, that the examiner had no power to check the prolixity of the proceedings, or to decide as to the relevancy of the questions. The examiner, therefore, was at the mercy of the parties, and must take down every word, and examine all the witnesses, however numerous. The consequence was, that piles of papers were collected together which had to be waded through to ascertain one very small grain of fact, which might have been discovered, if the witnesses had been examined in the presence of the judge, in one-tenth the time and at one-tenth the expense. The Court could not check this prolixity nor prevent the expense which was incurred; and if it were a case in which the witnesses gave evidence one against the other, the Court could not tell without seeing the witnesses which was telling truth and which falsehood. An issue was, therefore, sent to be tried by a jury in another court, where, at a serious expense, the whole proceeding had to be gone through again. He, therefore, proposed that the Court of Chancery should have the power of calling in a jury with respect to any case in which a question of fact should arise sufficiently grave to warrant the interposition of a jury. Thus the issue which had hitherto been sent to be tried in a court of common law would be disposed of in the court of equity itself in the most simple, expeditious, and economical manner. This arrangement was the more necessary in consequence of the first part of the Bill, because that gave to the Court of Chancery the power to grant damages, and there was no mode of assessing damages except through the intervention of a jury. Therefore, for assessing damages and on questions of disputed fact the Court of Chancery would have the advantage of a trial by jury. He did not propose to make his Bill compulsory in all cases, but to leave the matter in the first instance to the discretion of the Court, though, no doubt, that discretion would be very largely exercised in favour of the intervention of a jury; and if hereafter it should be found that this was a successful experiment, he trusted that they would be able still further to improve the mode of taking evidence, by means of witnesses examined in court, where the judge might observe their demeanour.

Mr. Malins said, the power of summoning a jury would be very beneficial; and although he doubted whether such a power would be frequently exercised, it ought to be given to the Court. In four-fifths of the cases in Chancery, the evidence was taken by affidavit, and it was only on cross-examination that vivâ voce evidence was given. The Court of Chancery was, however, now armed with the power both of examining and cross-examining witnesses vivâ voce, and some of the judges readily availed themselves of the power, while others declined to do so. In the Court of Appeal, before the Lords Justices, it was the common practice to examine and cross-examine the witnesses vivâ voce. The power was, however, in the discretion of the Court. There was considerable difference of opinion on the subject among the judges; and in some branches of the court the power was very rarely exercised. It was of great importance that judges should have an opportunity of observing the demeanour of witnesses, and it would be an improvement if witnesses respecting matters of fact were in all cases cross-examined before the judge who was to decide the question. He considered that the administration of the Court of Chancery was now as creditable as it had been discreditable previously to 1852, for as a general rule there was no delay in that court, and cases which formerly occupied years were now decided in months.

The Solicitor-General, in reply, said, the Bill applied only to two cases, because those were the only cases in which the Court of Chancery had not complete jurisdiction.

The Bill was brought in and read a first time.

Friday, April 16.

The Probate Act.

Mr. Hadfield, referring to a statement made by the Chancellor of the Exchequer on a former occasion, to the effect, that the compensation demanded by the proctors amounted to

£250,000, inquired whether he meant that sum in gross or annually?

The Chancellor of the Exchequer said, the claims amounted to £250,000 per annum for several years. He did not mean to say that these claims had been actually sent in by the proctors, but some had, and by the law which had been passed the Treasury had been forced on these data to form an estimate, and their estimate was, that the claims of the proctors would amount to £250,000 per annum for several years.

Monday, April 19.

The Real Property Commissioners.

Mr. Headlam asked the Secretary for the Home Department whether it was the intention of the Government during this session to introduce a Bill to carry into effect the recommendations of the Real Property Commissioners?

Mr. Walpole said, the report of the commissioners was now actually under the consideration of the Ministry. As a Bill was coming down from the House of Lords which was certainly not so satisfactory as the plan of the commissioners, he proposed, when that Bill came before the House, to state upon the second reading the views of her Majesty's Government upon the subject.

Tuesday, April 20.

Law of Bankruptcy.

In reply to a question from Mr. Glyn,

The Attorney-General said, he had been charged by the Lord Chancellor with the duty of preparing a Bill for the amendment of the law of bankruptcy and insolvency. That measure, which he was happy to say was in an advanced state of preparation, was of a very extensive and complicated character, but he had little doubt that it would be in a condition to be laid before the House of Lords—where the Government intended to introduce it—by the end of next week, or the beginning of the following week.

London and Provincial Law Assurance Society.

The Annual General Meeting of this society was held at the offices, 21, Fleet-street, on the 16th instant. H. S. Law, Esq., in the chair.

The report of the directors was read by the secretary.

Report.

The directors have much satisfaction in reporting to the proprietors the result of the operations of the society for the year ending 31st December, 1857.

Notwithstanding the general diminution of insurance business which has been experienced during the past year, the directors are enabled to report a considerable increase in the new business of the society.

The number of new policies effected during the year is 109, insuring the sum of £141,100, yielding in premiums the sum of 4,254*l.* 18*s.* 5*d.*, being an increase of nearly £800 over the new premiums of the previous year. The average amount assured by these policies is £1,295, which would intimate that the risks undertaken by the society are upon lives in the higher classes; and experience has shown that such are the most profitable insurances.

The total premiums received in the year amount to 24,983*l.* 5*s.* 5*d.*

Nine claims were paid during the year, amounting to 11,347*l.* 6*s.*, including bonus, being a very slight increase over the amount paid in the year 1856; but £1000 of this sum has been returned under a re-assurance effected by the society.

The charges of management are on the usual moderate scale; but it will be observed, that the sum of 665*l.* 18*s.* 4*d.* has been expended in the extension of agencies, an item which has not appeared in former accounts. The directors believe that this expenditure will be well repaid by the consequent increase of business, various insurances having already been effected through the instrumentality of the newly-appointed agents, the number of whom, up to the 31st December last, was 216.

The directors are continuing their exertions to extend their provincial agencies, and they hope that the society will very shortly be represented in every principal town in England by solicitors of the highest respectability.

It will be satisfactory to the proprietors to learn that, after payment of all claims and expenses of the society, the assets have been increased during the year by a sum of very nearly £14,000.

Some doubts having arisen, in consequence of a recent trial in the Court of Common Pleas, as to the liability of insurance companies to pay the amount assured in the event of the life dying during the thirty days allowed for the payment of the renewal premium, the directors would draw attention to the first clause indorsed on every policy issued by the society, which provides that "no policy shall become void if the premium be paid within thirty days next after the same shall become due, even if the policy shall become a claim within such thirty days." An instance occurred in one of the claims on the society before the above trial, and the amount was paid without the slightest hesitation.

The directors regret to announce that two vacancies have occurred in the board—one by the death of Mr. Woodrooffe, and the other by the resignation of Mr. Reeve, who has retired from the profession. These vacancies will have to be filled up at the present meeting, in addition to those occasioned by the retirement, by rotation, of the following gentlemen, viz. Messrs. Ashley, Clark, Erle, Hedges, Hope-Scott, Hughes, Lake, Law, Lefroy, Still, and White, who are all eligible for re-election.

The retiring auditors are, for the proprietors, Mr. William Parke, and for the assured, Mr. Josiah T. Paul, who go out by rotation, and are eligible for re-election.

The directors, in conclusion, remind the proprietors that all policies effected "with profits" during the present year will be entitled to participate in the bonus to be declared at the end of 1860—and they would urge them to continue and increase their exertions to promote the business and welfare of the society.

George M. Butt, Chairman.

April, 1858.

BALANCE SHEET.

Receipts and Expenditure during the Year ending 31st Dec. 1857

Dr.			£	s.	d.
To balance from 31st Dec., 1856—					
At the Bank of England			3,222	19	11
„ Premiums (New)	£4,254	18 5			
„ Ditto (Renewals)	20,728	7 0			
			24,983	5	5
„ Consideration for Annuities			3,326	10	4
„ Dividends and Interest on Investments			6,568	7	1
„ Commission on Re-Assurances			119	16	11
„ Claims under Re-Assurances			1,000	0	0
„ Loans repaid	25,259	18 6			
„ Produce of Stock sold	2,790	0 0			
			28,049	18	6
„ Fines for revival of Lapsed Policies			3	11	0
			£67,374	9	2

The Society's investments on the 31st Dec., 1857, were as follows:—

£16,405 1 2	£3 per cent. Consols.	
21,244 8 6	New 3 per cent. Annuities.	
2,691 15 10	£3 per cent. Reduced Annuities.	
18,500 0 0	Great Western Railway Debentures.	
5,000 0 0	London & North-Western Railway Debentures.	
98,941 3 11	On Mortgage, &c.	
6,500 0 0	On Deposit at London and Westminster Bank.	
1,500 0 0	Ditto Union Bank of London.	
6,305 15 1	Society's House.	

George M. Butt, Chairman.

Examined by us, this 29th Jan., 1858.

C. J. Bloxam,
John A. Powell,
Rowld. Nevitt Bennett,
} Directors.

Cr.			£	s.	d.
By Proprietors' Dividends			2,597	11	0
„ Ground Rent	79	18 6			
„ Rates and Taxes (including Income Tax)	203	12 1			
„ Coals	17	17 0			
„ Law Charges	61	7 10			
„ Insurance of House, Repairs, and Furniture	30	16 4			
„ Directors	693	0 0			
„ Auditors	21	0 0			
„ Salaries to Actuary and Secretary, Physician and Clerks	751	13 2			
„ Stationery and Printing	132	15 2			
„ Advertisements	104	9 0			
„ Policy and Annuity Deed Stamps	85	17 0			
„ Petty Cash, including Postage	58	18 10			
„ Fees to Medical Referees	70	17 6			
„ Power of Attorney	1	1 6			
			2,313	3	11
„ Commission			1,261	18	3
„ Expenses incurred in the Extension of Agencies			665	18	4
„ Premiums for Re-Assurances			1,982	3	3
„ Annuities paid			649	4	3
„ Claims under Nine Policies, including Bonuses			11,347	6	0
„ Bonuses paid in Cash			532	18	0
„ Consideration for Surrendered Policies			635	0	11
„ Investments, viz., Loans	33,324	16 1			
Stock purchased	10,141	17 6			
			43,466	13	7
„ Balance 31st Dec., 1857:—					
At the Bank of England	1,785	15 1			
In hand	36	16 7			
			1,822	11	8
			£67,374	9	2

We have carefully examined this account, and find the same to be correct—

Josiah T. Paul,
Edwin Ball,
Wm. Parke,
Jas. W. Taylor,
} Auditors.

Feb. 26, 1858.

The Chairman, in moving the adoption of the report, remarked that he was labouring under an attack of indisposition, and was therefore unable to make the few observations he desired to do, in reference to the progress in the business of the society during the past year. He must, therefore, content himself with moving, "That the report just read, together with the balance-sheet therein referred to, be approved and adopted, and that the same be open for inspection, in the office of the company, for one month;" but Mr. Lake would explain a few matters to the meeting.

Mr. Lake then proceeded to second the motion, and said, he should not have troubled them with any observations had it not been at the desire of their worthy chairman. The report and balance-sheet, however, went so fully into the state of affairs, that, under any circumstances, he would only say a few words. It was to him, as it must be to all the shareholders, a matter of congratulation that the business of the society had so much increased during the past year; and when they remembered what had taken place during last year, they must all be of opinion that that year was a very unfavourable one for all life assurance associations. But in the face of that, the business of their society had considerably increased. He then referred to the very respectable character of all their policies, and mentioned that they averaged £900 each, while in number they were very satisfactory. The claims during last year had been somewhat more than in the two previous ones; not that those for the last year were considered large, but those during the two former years were very small indeed. He then stated that the directors had taken energetic steps for extending the business of the society in the provinces, and had appointed a gentleman of considerable ability, who had waited upon a large number of provincial solicitors. The results up to the present time had been very gratifying. Two hundred gentlemen had been appointed as agents in the country; already important policies were coming in through that source, and the directors believed that the effect of the arrangement would answer all their expectations, and were quite satisfied with the progress made up to the present time. He then proceeded to remark that a good deal had been said about policies falling due within the days of grace, and on that point he might remind the meeting that the society always considered themselves liable to pay the amount of any policy falling due in the days of grace, and had decided to do so long before the question came before the public. In fact, it was part of the contract the society made with the assurers. After some further remarks, in which Mr. Lake again congratulated the meeting upon the satisfactory state of their affairs, he concluded by seconding the motion for the adoption of the report.

The resolution was put and carried unanimously.

The retiring directors having been re-elected,

Mr. Serjeant Gaselee moved, and Mr. Forster seconded, that John Locke, Esq., Q.C., M.P., be elected to fill the vacancy in the direction caused by the resignation of Mr. Reeve.

The motion having been carried nem. con.,

Mr. Lefroy proposed, and Mr. Beetham seconded, that C. R. Lucas, Esq., be elected to fill the vacancy in the direction caused by the death of Mr. Woodrooffe.

This motion was also carried, as was one re-appointing the auditors.

In reply to some observations from an hon. proprietor,

Mr. Lake stated that the expenses of management were less than in any other society in London doing the same amount of business.

Mr. Locke, M.P., thanked the meeting for having elected him a director; and promised to devote his time and attention to the interests of the shareholders.

The proceedings of the ordinary meeting having terminated, an extraordinary meeting was held, when certain alterations in the deed of settlement were considered.

A cordial vote of thanks was then passed to the directors for the manner in which they had transacted the business of the society during the past year.

A similar compliment was also passed to Mr. Day, the secretary and actuary, and the proceedings terminated.

Court Papers.

Queen's Bench.

NEW CASES.—Easter Term, 1858.

SPECIAL PAPER.

Dem.	Litton *v.* Friedricks & Another.
"	Chapman, Administrator, &c. *v.* Rothwell.
Dem.	The Catholic Law & General Life Assurance Company *v.* Kerridge.
"	Baring & Others *v.* Grieve.
Sp. Ca.	De Oleaga *v.* Bell.
Co. Ct. Ap.	Currey *v.* Arrowsmith.
Award.	Wilson & Another *v.* Ibbotson.
Dem.	The Land Drainage Improvement Company *v.* Whateley, Executor, &c.

NEW TRIAL PAPER.

Lancaster.	Prescott *v.* Cross & Others.

CROWN PAPER.

Carmarthen.	L. Thomas, Appellant *v.* Evan Evans, Respondent.
Lancashire.	The Queen on the prosecution of Overseers of Stretford, Respondents *v.* Justices of Lancashire, Appellants.
Wilts.	William Druce, Appellant *v.* Samuel Gabb, Respondent.
Chesterfield.	C. S. B. Busby, Appellant *v.* Chesterfield Water Works & Gas Light Company, Respondents.

Wednesday, April 28.

Worcester.	The Mayor, &c. of Worcester, Appellants *v.* The Churchwardens & Overseers of St. Clement's, Respondents.
Peterboro'.	William Headdey, Appellant *v.* James Hodson, Respondent.

Saturday, May 1.

Middlesex.	The Poplar District Board of Works, Appellants *v.* Nicholas Knight & Another, Respondents.
Staffordsh.	James Browne, Appellant *v.* J. Lowndes, Respondent.
Exeter.	The Queen *v.* The Inhabitants of Crediton.

Common Pleas.

NEW CASES.—Easter Term, 1858.

DEMURRER PAPER.

Wednesday, April 28.

Dem.	London & Continental Assurance Society *v.* Redgrave.
"	Smethurst *v.* Liddle. Sued with Another.
"	Ferand & Others *v.* Bischoffsheim & Others.
Ca. by Ord.	Notman & Another *v.* The Anchor Assurance Company.
Ca. Ni. Pri.	Bickerstaff & Others *v.* Grimes & Others.
Appeal.	Whitford, Appellant; Gardner, Respondent.
Ca. Ni. Pri.	Browne & Another *v.* Price.

NEW TRIAL PAPER.

Middlesex.	Dalton, Administrator, &c. *v.* The South Eastern Railway.
Worcester.	Portman *v.* Middleton.
Middlesex.	Hole *v.* Barlow.
Liverpool.	Bohthugh & Another *v.* Bigland & Another.
Bristol.	Whitwell *v.* Perrin.
Berks.	Bennett *v.* Webb.
Stafford.	Roberts *v.* The Great Western Railway.
Surrey.	Munster *v.* South Eastern Railway.
Middlesex.	Leader *v.* Hornwood.
Herts.	Bayly *v.* Bennett.
London.	Robins *v.* Power.
Somerset.	Dollen *v.* Batt.
London.	Frend & Another *v.* Dennett, Clerk, &c.
Essex.	Cleghorn *v.* Durrant.
London.	Ingham *v.* Primrose.
"	Babbidge *v.* Henderson & Another.
Cambridge.	Reeve *v.* Palmer.

Exchequer Chamber.

SITTINGS IN ERROR.

The Court will hear Errors from the Queen's Bench on Monday and Tuesday, the 3rd & 4th of May.

Errors from the Common Pleas will be taken on Monday and Tuesday, the 10th & 11th of May.

Errors from the Exchequer of Pleas, on Wednesday and Thursday, the 12th & 13th of May.

Exchequer of Pleas.

NEW CASES.—Easter Term, 1858.

SPECIAL PAPER.

Dem.	Talbot *v.* Longman.
"	Thorne *v.* Tilbury & Others.
"	Young, Assignee, &c. *v.* Hughes.
Appeal.	Nixon *v.* Brownlow.
Error.	Green *v.* Nixon.
"	Levey & Another *v.* Hill.
Dem.	Collins *v.* Cave.
"	Greenwood & Another *v.* Burrow.
Sp. Case.	Cammell & Others *v.* Sewell & Others.
"	Parker *v.* Ince.
Dems.	Matthews *v.* Marsland.
Dem.	The London Monetary Advance & Life Assurance Company (Registered) *v.* Smith.
Dems.	Martin *v.* The Leicester Water Works Company.
Sp. Case.	Erichsen & Others *v.* Barkworth & Another.
Dem.	Nesbitt *v.* Brett.
"	Aylam *v.* Geddes.

Births, Marriages, and Deaths.

BIRTHS.

BALL—On April 10, at Pershore, the wife of Edwin Ball, Esq., of a son.
BIRD—On April 15, at 37 Guildford-street, Russell-square, Mrs. Andrew Bird, of a daughter.
CATES—On April 6, at Fakenham, Norfolk, the wife of Robert Cates, Esq., Solicitor, of a daughter.
EVANS—On April 18, at The Grove, Highgate, Mrs. Charles Evans, of a son, stillborn.
HARRIS—On April 15, at St. George's-terrace, Hackney, Middlesex, the wife of Salem C. Harris, Esq., of a son.
HARRISON—On April 14, at Sutherland-place, Bayswater, the wife of Edward M. Harrison, Esq., Barrister-at-Law, of a daughter.
HUGHES—On April 21, at 11 Denbigh-road, Westbourne-grove West, Bayswater, the wife of Richard Deeton Hughes, Esq., of a daughter.
HUTCHINS—On April 20, at 25 Hanover-square, Mrs. Frederick Leigh Hutchins, of a daughter.
RICKMAN—On April 14, at 74 Montpellier-road, Brighton, the wife of Philip Rickman, Esq., of 85 Guildford-street, Russell-square, London, of a son, prematurely.
SOLOMON—On April 19, the wife of Mr. Saul Solomon, of 22 Finsbury-place, Solicitor, of a daughter.
WILLIAMS—On April 16, at Ivy-house, Woodford, Essex, the wife of Watkin Williams, Esq., Barrister-at-Law, of a son.

MARRIAGES.

BOWES—SEARLE—On April 21, at Redcar, by the Rev. William Greenwell, Thomas Bowes, Esq., of Darlington, Solicitor, to Anne Frances, eldest daughter of the late Edward Searle, Esq., of Colchester, Essex.
COLLYER—CROWE—On April 15, at St. Nicholas church, Brighton, by the Rev. James Hamilton, M.A., rector of Beddington, Andrew Alfred Collyer, Esq., of Bedford-row, Gray's-inn, London, to Elizabeth Farquhar, eldest daughter of Alexander Crowe, Esq., of Woodcote-grove, Epsom.
GOULSTONE—BULLEID—On April 7, at St. Benedict's church, Glastonbury, by the Rev. Walter Allnutt, incumbent, Mr. George William Goulstone, of Havelock-terrace, West Hackney, London, eldest son of Mr. Goulstone, of Belle Vue, Clifton, to Mary Ann, eldest sister of J. G. L. Bulleid, Esq., Solicitor, Glastonbury.
MARSHALL—DOWLING—On April 21, at St. George's, Hanover-square, by the Rev. George Banner, of Brasenose-college, Oxford, John Marshall, Esq., of West Derby, near Liverpool, and of the Middle Temple, Barrister-at-Law, eldest son of the late Thomas Harrison Marshall, Esq., Yorkshire, to Emma Letitia, the youngest daughter of the late Capt. Dowling, 96th Regiment, and Barrack Master of St. James's.
PHILIPSON—DAGLISH—On April 13, at St. Andrew's church, Newcastle-upon-Tyne, by the Rev. Rowland East, Hilton Philipson, Esq., Solicitor, to Jane, youngest daughter of the late John Daglish, Esq., of Newcastle-upon-Tyne.
WILLS—SMITH—On April 20, at All Saints', Coaxdon, Dorset, by the Rev. J. G. Brine, William Wills, of Uxbridge, Middlesex, Solicitor, to Julia, daughter of the late Richard Smith, Esq., of Wolverhampton, Staffordshire.

DEATHS.

HOME—On April 20, at Blackheath-park, Blackheath, of bronchitis, Jessie, the eldest daughter of the late John Home, Esq., W.S., Edinburgh.
JAQUES—On April 18, John Jaques, Esq., of Ely-place, Holborn, Solicitor, aged 69.
LOGAN—On April 20, at Maldon-road, Kentish New Town, Kenneth Logan, for many years clerk of W. H. Bodkin, Esq., Barrister-at-Law.
MASON—On April 15, aged six months, Eccles, second son of Mr. Henry Mason, of The Grove, Sydenham, Solicitor.
SHAPLAND—On April 17, at 16 Vyvyan-terrace, Clifton, Susan, wife of Joseph Shapland, Esq., of the Middle Temple, London, and Mathon, Worcestershire.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

ARBUTHNOT, GEORGE, Esq., Elderslie, LEE STEERE, Esq., Jayes, and Rev. JOHN COOK, Ockley, all in Surrey, £100 New Three per Cents.—Claimed by LEE STEERE and JOHN COOK, the survivors.
DIMSDALE, CHARLES JOHN, Esq., Tolmers, Herts, £1,374 : 15 : 5 Reduced.—Claimed by CHARLES JOHN DIMSDALE.
DRAPER, MARGARET, Widow, Vine-street, Westminster, £1,000 Consols.—Claimed by CHARLES HENRY DILLON, the sole executor of SARAH DRAPER, Spinster, the surviving executor of MARGARET DRAPER.
ELLIS, WILLIAM RICHARD, Esq., Arundel, Sussex, NICHOLAS TUITE SELBY, JOHN WRIGHT, & HENRY ROBINSON, jun., Bankers, Covent-garden, £3,850 New 2*l.* 10*s.* per Cents. (substituted for £3,500 New South Sea Annuities), £1,100 like Annuities (substituted for £1,000 Old South Sea Annuities, and £200 New Three per Cents.—Claimed by HENRY ROBINSON (formerly jun.), the survivor.
GARRATT, FRANCIS, and JOHN GARRATT, Tea Dealers, both of Old Swan-stairs, £10 : 10 per annum Long Annuities.—Claimed by FRANCIS GARRATT and JOHN GARRATT.
HARINGTON, AMELIA, Widow, St. John's-wood-road, Regent's-park, JAMES THOMASON HARINGTON, Esq., Bonchurch, Isle of Wight, and HELEN BIRD HARINGTON, Spinster, of the same place, £50 Consols.—Claimed by AMELIA HARINGTON and JAMES THOMASON HARINGTON, the survivors.
HARINGTON, AMELIA, Widow, St. John's-wood-road, Regent's-park, THOMAS CUDBERT HARINGTON, Esq., Hampstead, and Rev. JOHN HARINGTON, Little Hinton, Wilts, £50 Consols.—Claimed by AMELIA HARINGTON, THOMAS CUDBERT HARINGTON, and JOHN HARINGTON.
MANN, RICHARD, Esq., Bungay, Suffolk, and SAMUEL BIGNOLD, Esq., Norwich, £729 : 16 : 3 Consols.—Claimed by SAMUEL BIGNOLD.
MAWE, SARAH, Widow, of the Strand, and ANTHONY TISSINGTON TATLOW, Esq., of the Inner Temple, £200 Consols.—Claimed by ANTHONY TISSINGTON TATLOW, the survivor.
SMITH, ANN, ELIZABETH SMITH, and FRANCES DIANA SMITH, Spinsters, all of Ashstead, Surrey, 1,566 : 13 : 4 Consols.—Claimed by FRANCES DIANA SMITH.
SPERRING, JOHN, Gardener, Low Leyton, Essex, £1 : 10 per annum Annuities ending Oct. 10, 1859.—Claimed by JOHN SPERRING.
VERNON, EDWARD, Gent., Chester, and Rev. WILLIAM VERNON, Grindleton, Yorkshire, £773 : 5 : 11 Consols.—Claimed by WILLIAM VERNON.
WILSON, SAMUEL, Esq., Great Carter-lane, Doctors'-commons, HENRY VERINDER, Cutler, St. Paul's-churchyard, RICHARD SAUNT COX, Riband Manufacturer, of the same place, and PHILIP CHARLES MOORE, Proctor, Great Knightrider-street, Doctors'-commons, £67 : 13 : 1 Consols.—Claimed by Samuel Wilson, Esq., the survivor.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette *and elsewhere during the Week.*

HATTON, JOHN, Dyer, formerly of Old-street-road, afterwards of Victoria-road, Pimlico, now residing in St. Luke's-hospital. His heirs or next of kin to prove their heirship or kindred before the Masters in Lunacy, 45 Lincoln'-inn-fields.
HOLCOMBE, MARY ELIZABETH, Spinster, married in 1823, at Jamaica, to Edward Pearson, jun., then an officer in the 92nd Foot. She survived her husband, but died in or about the year 1826. Her nearest surviving relatives to communicate with Marcy & Hiatt, Solicitors, Wellington, Salop.
HORTON, ELIZABETH, 6 Southgate-road, De Beauvoir-town, Middlesex, Widow of Abraham Horton, deceased, and formerly wife of William Young, deceased, and whose maiden name was Pickering. Dady v. Hartridge, V. C. Kindersley. *Last Day for Proof*, May 24.
JONES, ROBERT, Esq., Merchant, London (having business connections with Canada in 1805). His heirs or legal representatives to address to N. H. Bowen, Notary, Quebec, Canada.
KIRKE, ANNA MARIA, Spinster, formerly of Bampton, Oxford, afterwards residing in an asylum at Witney, and now residing at Cotton-hill Asylum, Stafford. Her heirs or next of kin to prove their heirship or kindred before the Masters in Lunacy, at 45 Lincoln's-inn-fields.
PEARSON, THOMAS, Baker, 74 Fore-street, afterwards of 3 Truman-place, Stoke Newington, and now of 25 Upton-place, West Ham, a person of unsound mind. His heirs or next of kin to prove their kindred before Edward Winslow, Esq., 45 Lincoln's-inn-fields.

Money Market.

CITY, FRIDAY EVENING.

Considerable arrivals of specie have occurred during the week, and money continues to accumulate. Unwillingness to undertake commercial operations is rather increasing than otherwise. Uneasiness as to our relations with France is believed to be the chief cause of this stagnation and want of confidence. The price of Consols has varied only from 96⅜ to 96¼ per cent. for money; the closing price this afternoon being 96¼. The New India Scrip is steady at 99¾ per cent. to par. The Bank of England has not altered its rate of discount. Applications in that quarter are very restricted, and on the Stock Exchange money is at 1½ per cent.

From the Bank of England return for the week ending the 21st inst. it appears that the amount of notes in circulation is £20,518,030, being an increase of £37,015; and the stock of bullion in both departments is £18,584,383, showing an increase of £277,054, when compared with the previous return.

If the Budget has not pleased all parties, it has succeeded in disarming powerful opposition. Strong motives must have been felt to maintain for two years the Income Tax at 7*d.* in the pound, instead of seeing it now reduced to 5*d.* The difference between these two rates would amount in two years to £4,000,000, and if retained, would have prevented the necessity of abolishing the war sinking fund, and also of postponing, it appears, to the years 1862 and 1863 payment of £2,000,000 of Exchequer Bonds, now soon due. To have maintained the Income Tax at 7*d.* in the pound would have been retaining a *war tax* in respect to the difference between 7*d.* and 5*d.* in the pound. The outbreak in the East Indies justified the measure; but the plan of the Budget carries out the arrangement come to in 1853. It is both just and wise to make the duty on Irish spirits the same as English and Scotch. The amount expected to be gained by the advance on Irish spirits is £500,000 at least, and this sum is sufficient to meet the supposed deficiency of the current year's revenue compared with the expenditure. A stamp of 1*d.* upon cheques drawn upon bankers will produce a surplus of £300,000.

With regard to the future, the Chancellor of the Exchequer takes a view as pleasing as possible; but we are reminded in the debate, that for three years before the war, ending in 1852, the expenditure of this country was from £50,000,000 to £51,000,000 per annum. The mode of calculation is now different, and this difference would make the expenditure of that period £54,000,000 to £55,000,000: but now, notwithstanding some reductions in the estimates, the regular ordinary expenditure of the year is £63,600,000. It thus appears that the ordinary expenditure has been augmented by £8,000,000 or £9,000,000, of which only £1,250,000 is derived from the

permanent annual charge entailed by the Russian war, and it therefore follows that we have added £7,000,000 or £8,000,000 a year to our expenditure. If this continues, it is unreasonable to expect, notwithstanding present arrangements, the extinction of the Income Tax in the year 1860.

English Funds.

English Funds.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	..	221½ 20	220 222	220 1½	221 2	222½
3 per Cent. Red. Ann...	95⅛ ¼ ⅛	95¼ ⅛ ¼	95⅛ ¼ ½	95½ ⅜	95⅜ ¼	95⅜
3 per Cent. Cons. Ann...	96⅛ ¼ ⅛	96⅛ ¼ ½	96⅛ ¼ ⅛	96⅜ ½ ¼	96¼ ⅛	96⅞
New 3 per Cent. Ann...	95⅛ ¼ ⅛	95¼ ⅛	95⅛ ¼ ½	95½ ¼ ⅜	95¼ ⅜ ⅝	95½
New 2½ per Cent. Ann..	..	..	..	..	..	..
5 per Cent. Annuities ..	..	..	..	..	..	..
Long Ann. (exp. Jan. 5, 1860)	1 11-16	1⅝	1 ⅝	1 11-16	1⅝	1 11-16
Do. 30 years (exp. Oct. 10, 1859)	..	..	..	..	..	..
Do. 30 years (exp. Jan. 5, 1860)	..	..	..	..	..	18⅜
Do. 30 years (exp. Apr. 5, 1885)	..	18⅜	..	..	..	..
India Stock............	..	220½	222	..	..	..
India Loan Debentures..	99⅝	99¾ ⅝	99¾	99⅞ ⅝	99⅞ ⅝	99⅜
India Scrip............	99⅞ ⅝	100 99¾	99⅞	100 99¾	100 99¾	100
India Bonds (£1,000) ..	..	..	..	..	21s p	20s p
Do. (under £1,000).....	21s p	..	..	..	..	21s p
Exch. Bills (£1000) Mar.	36s p	..	..	..	37s 8s p	39s p
Ditto June....	33s p	37s33sp	36s p	34s p	36s 3s p	37s p
Exch. Bills (£500) Mar.	..	35s34sp	34s p	38s p	..	..
Ditto June....	33s p	..	..	34s 3s p	..	37s p
Exch. Bills (Small) Mar.	..	..	38s p	..	..	35s p
Ditto June	37s p	33s p	34s p	34s 7s p	37s p	37s p
Do. (Advertised)	..	..	..	..	..	..
Exch. Bonds, 1858, 3½ per Cent.	..	..	..	..	..	..
Exch. Bonds, 1859, 3½ per Cent	100⅜	100 ¾	100⅞	..	100⅞	100¾

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Birk. Lan. & Ch. Junc..	..	..	..	..	..	..
Bristol and Exeter	89	..	89 8 9	88¾ 9	..	..
Caledonian............	83¾ 4¼	84¼ 5 ¼	85½ ⅛	85 3¾	84½ ⅝ ¼	84¾ 5
Chester and Holyhead..	..	36	..	..	..	..
East Anglian	..	16⅝	16¼	..	16½	16½ ¼ ½
Eastern Counties	57¼ ¾	58 7½	58⅛ 7¾	58⅛	58¾ 9⅜	59⅛ ⅝ 9
Eastern Union A. Stock.	..	..	..	..	..	..
Ditto B. Stock	..	..	30	..	..	..
East Lancashire	..	..	..	..	..	..
Edinburgh and Glasgow	..	..	..	..	..	..
Edin. Perth, and Dundee	..	27½	..	..	..	28
Glasgow & South-Westn.	..	..	..	..	..	..
Great Northern	101½	101¼ ¾	102	101¾ 2	..	101⅜ 2½
Ditto A Stock	..	..	..	88	88	..
Ditto B. Stock	..	126½	126	..	..	126
Gt. South & West. (Ire.)	..	..	..	99½	..	..
Great Western	56½ ¼	56⅝ ⅜ ⅞	56⅝ 6¼	56⅝	56½ ⅝ ¾	56½
Do. Stour Vly. G. Stk.	..	57	..	..	..	..
Lancashire & Yorkshire	87¼ ½ ⅜	87½ ⅝ ⅜	87¾ ⅞ 8	87⅞ ⅝	89⅛ ⅝ ½	89⅛ ⅜
Lon. Brighton & S. Coast	..	105¼ ½	106	105¼ ½	105½ 5	105½
London & North-Wstrn..	93¼ ½ ⅜	93½ ⅞	94¼ ⅞	93⅞ ¾ 4	94 3⅝	93¼ ¾
London & South-Westrn.	92¼ 1½	92⅜ 2	..	92½	92½ ¾ ⅞	92¾ 3
Man. Sheff. & Lincoln..	36½	..	36½	..	36½ ¾	37 6⅝
Midland	90⅞ ⅝	91⅜ ⅞	92 1⅜	91⅞ ⅝ 2	92 1⅞	92¼ ⅜
Ditto Birm. & Derby	62¼	..	63¼	64½	65	..
Norfolk	..	..	59	59¼	60	59½
North British	52¼ ⅝	52⅝ ½	52¼ ⅞	53 2⅝	52⅜	..
North-Eastern (Brwck.)	91½ ¼	91¼ ⅝	91⅜ ⅝ 2	92 1⅝	92 1⅝	92¼
Ditto Leeds	..	47¼	47¼	47 ¼	47¼	47
Ditto York	72 ½	72⅝ 3¼	72¾ 3	73 ¼	73⅝ 4	73 3¾
North London	..	..	..	92½ 3½	93½ 3	..
Oxford, Worc. & Wolver.	..	..	..	30⅛ 9	..	..
Scottish Central	..	..	..	..	..	..
Scot. N.E. Aberdeen Stk.	27¼	26⅞ 6⅝	..	26½	..	..
Do. Scotsh. Mid. Stk.	..	..	..	..	..	..
Shropshire Union	..	..	45	45	..	..
South Devon	..	..	..	36	..	36
South-Eastern	68¾ ½	69	69¼	69½	..	70⅜
South Wales	82½	82½	..	..	82⅜	83¼ 2⅞
Vale of Neath	100½	..	..	101	..	..

Insurance Companies.

Equity and Law..................................	6
English and Scottish Law........................	4
Law Fire	3⅞
Law Life	63 4
Law Reversionary Interest	19
Law Union	par
Legal and Commercial	par
Legal and General Life..........................	6⅞
London and Provincial Law.......................	3
Medical, Legal, and General.....................	par
Solicitors' and General	par

London Gazettes.

Commissioner to administer Oaths in Chancery.

Tuesday, *April* 20, 1858.

D'Alton, William, Gent., Great George-st., Dublin, for Ireland.—*April* 14, 1858.

Bankrupts.

Tuesday, *April* 20, 1858.

BUTLER, Spilsbury, Christopher Baker, & Charles Edward Butler (and not Charles Edward Baker, as advertised in last Friday's *Gazette*), Wire Drawers, Birmingham. *Com.* Balguy: April 26 and May 17, at 10; Birmingham. *Off. Ass.* Kinnear. *Sols.* Fitter & Warden, Birmingham; or Ryland & Martineau, Birmingham. *Pet.* April 14.

COHEN, Abraham Mark, Paper Stainer, 18 Commercial-pl., City-rd. *Com.* Evans: April 29, at 11; and May 27, at 2; Basinghall-st. *Off. Ass.* Bell. *Sols.* J. & S. Solomon, 22 Finsbury-pl. *Pet. for Arrngt.* Mar. 12.

M'KINNELL, Charles, Merchant, Great St. Helens. *Com.* Evans: April 29, at 12; May 28, at 11; Basinghall-st. *Off. Ass.* Johnson. *Sols.* George & Downing, Sise-lane. *Pet.* April 14.

PIERCE, John, Carpenter and Builder, 18 Ironmonger-lane, and 54 Liverpool-st., Bishopsgate, and of Martha's Tavern, 48 Coleman-st., Licensed Victualler. *Com.* Fane: April 30, at 2; and May 28, at 1; Basinghall-st. *Off. Ass.* Whitmore. *Sol.* Taylor, 15 South-st., Finsbury-sq. *Pet.* April 15.

POWELL, Charles, Cheesemonger, 69 Leather-lane, Holborn, now a prisoner for debt in Canterbury Gaol. *Com.* Fane: May 1, at 11; and May 28, at 11.30; Basinghall-st. *Off. Ass.* Cannan. *Sol.* Perry, 2 Guildhall-chambers. *Pet.* April 10.

SENIOR, William Thomas, Fellmonger, Horbury Bridge, Yorkshire. *Com.* West: May 4 and June 1, at 11; Commercial-bldgs., Leeds. *Off. Ass.* Hope. *Sols.* Chadwick, Dewsbury; or Bond & Barwick, Leeds. *Pet.* April 13.

STARKEY, Benjamin, Woollen Cord Manufacturer, Sheepridge, Huddersfield. *Com.* West: May 6 & 28, at 11; Commercial-bldgs., Leeds. *Off. Ass.* Young. *Sols.* Cariss & Cudworth, Leeds. *Pet.* April 16.

TIDEY, Daniel, Builder, 19 Buckland-crescent, Belsize, St. John's-wood, and 50 Queen's-gardens, Bayswater. *Com.* Holroyd: May 4, at 2.30; and May 25, at 12; Basinghall-st. *Off. Ass.* Lee. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers. *Pet.* April 17.

WAINWRIGHT, Thomas, Cattle Salesman, Dunham-o'-the-Hill, Cheshire. *Com.* Stevenson: May 7 & 27, at 11; Liverpool. *Off. Ass.* Bird. *Sol.* Ford, Chester. *Pet.* April 16.

Friday, *April* 23, 1858.

ANTHONY, John, Grocer, 33 Old Town-st., Plymouth. *Com.* Bere: May 4, at 11; Queen-st., Exeter; and May 27, at 1; Athenæum, Plymouth. *Off. Ass.* Hirtzel. *Sols.* Rooker, Lavers, & Matthews, Plymouth; or Stogdon, Exeter. *Pet.* April 14.

BARRY, John, Milliner, 26 Milsom-st., Bath. *Com.* Ayrton: May 4, and June 7, at 11; Bristol. *Off. Ass.* Miller. *Sol.* Wilton, Bath. *Pet.* April 22.

CAMPLING, William, & Samuel Browne, Shoe Manufacturers, Norwich. *Com.* Evans: May 4, at 1; and June 3, at 2; Basinghall-st. *Off. Ass.* Bell. *Sols.* Lawrance, Plews, & Boyer, Old Jewry-chambers. *Pet.* Mar. 27.

CHREES, Benjamin M'Cleish, Draper, 180 Hoxton Old Town. *Com.* Holroyd: May 4, at 12.30; and June 1, at 12; Basinghall-st. *Off. Ass.* Lee. *Sol.* Jones, 15 Size-lane, Bucklersbury. *Pet.* April 14.

COOPER, William, Coach Axle-tree Spring Maker. Harvills Hawthorn, Hill Top, West Bromwich. *Com.* Balguy: May 6 & 27, at 11; Birmingham. *Off. Ass.* Whitmore. *Sols.* J. B. Smith, Horsley Heath, Tipton; or J. Smith, Birmingham. *Pet.* April 20.

EVERSHED, Thomas, & Charles Benjamin Whitcomb, Soap Manufacturers, Gosport. *Com.* Fane: May 7, at 12.30; and June 4, at 1; Basinghall-st. *Off. Ass.* Whitmore. *Sols.* E. Low, 65 Chancery-lane; or A. Low, Portsea. *Pet.* April 22.

FIRTH, Matthew, & William Firth, Plasterers, Manningham, near Bradford, Yorkshire. *Com.* Ayrton: May 10 and June 7, at 11; Commercial-bldgs., Leeds. *Off. Ass.* Hope. *Sols.* G. A. & W. Elmsley, Leeds. *Pet.* April 17.

FRANKENSTEIN, Jacob, Commission Merchant, 10 Devonshire-st. *Com.* Goulburn: May 3, at 11; and June 7, at 1; Basinghall-st. *Off. Ass.* Pennell. *Sol.* Spyer, 30 Broad-st.-bldgs. *Pet. for Arrgnt.* Mar. 15.

HEBARD, Thomas (Thomas Hebard & Co.), Merchant, 27 Broad-st.-bldgs., also trading at 2 Dunster-ct., under firm of Hebard & Bristow. *Com.* Holroyd: May 4, at 2.30; and June 1, at 2; Basinghall-st. *Off. Ass.* Edwards. *Sol.* Gray, 3 New-inn, Strand. *Pet.* April 19.

HOOPER, Frederick William, & Charles Wentworth Wass, Picture Dealers, 3 New Burlington-st. *Com.* Evans: May 4, at 12.30; and June 3, at 1; Basinghall-st. *Off. Ass.* Johnson. *Sol.* Hughes, Chapel-st., Bedford-row. *Pet. for arrgnt.* Jan. 11.

PONTEY, James, Licensed Victualler, Chester-rd., Hulme, Manchester. May 6, and June 10, at 11; Manchester. *Off. Ass.* Hernaman. *Sol.* Andrew, Princess-st., Manchester. *Pet.* April 17.

PRIDGEON, Frederick, Corn & Bran Merchant, King's Lynn, Norfolk. *Com.* Holroyd: May 8, and June 1, at 1; Basinghall-st. *Off. Ass.* Lee. *Sol.* Wilkin, 3 Furnival's-inn, London. *Pet.* April 23.

TYACK, William, Innkeeper, Camborne, Cornwall. *Com.* Bere: May 4, at 11; and May 25, at 1; Queen-st., Exeter. *Off. Ass.* Hirtzel. *Sols.* Edmonds & Sons, Plymouth; or Stogdon, Exeter. *Pet.* April 13.

WELDON, William, Haberdasher, Sleaford, Lincolnshire. *Com.* Balguy: May 13, and June 8, at 10.30: Shirehall, Nottingham. *Off. Ass.* Harris. *Sols.* Brown & Son. *Pet.* April 20.

WILKINS, James, Draper, Ketley, near Wellington, Salop. *Com.* Balguy: May 6 & 27, at 11.30; Birmingham. *Off. Ass.* Whitmore. *Sols.* Knowles, Wellington, Salop; or Slaney, Birmingham. *Pet.* April 21.

BANKRUPTCY ANNULLED.

Friday, *April* 23, 1858.

Haigh, William Chapman, Woolstapler, Bradford. April 17.

MEETINGS.

Tuesday, *April* 20, 1858.

Aldridge, William Henry Duncan, Tailor and Draper, Great Bridge, Staffordshire. *Div.* May 13, at 11.30; Birmingham. *Com.* Balguy.

Allen, David John, Draper, Carmarthen. *Div.* May 27, at 11; Bristol. *Com.* Ayrton.

Aulton, William, & John Sanderson Butler, Lace Manufacturers, Nottingham. *Aud. Accts. & Div.* May 13, at 10.30; Shirehall, Nottingham. *Com.* Balguy.

Buckley, Samuel, Joiner & Builder, Ashton-under-Lyne, Lancashire. *Div.* May 11, at 12; Manchester. *Com.* Jemmett.

Christie, John, Ironfounder, Accrington, Lancashire. *Div.* May 13, at 12; Manchester. *Com.* Skirrow.

Freeman, William, Bookseller, 69 Fleet-st. *Div.* May 11, at 11; Basinghall-st. *Com.* Evans.

Gallimore, William, Tanner, late of Forsbrook, Staffordshire, now of Norbury, Derbyshire. *Aud. Accts. & Div.* May 13, at 10.30; Shirehall, Nottingham. *Com.* Balguy.

Gordon, Robert, Ironfounder, Heaton Norris, Lancashire. *First Div.* May 12, at 12; Manchester. *Com.* Jemmett.

Haakman, Henry John, & William Jansen (Haakman, Jansen, & Co.), Merchants, 8 Crutched Friars. *Div.* May 12, at 12; Basinghall-st. *Com.* Fonblanque.

Harrison, Charles, Ropemaker, Runcorn, Cheshire. *Div.* May 12, at 11; Liverpool. *Com.* Perry.

Hine, Henry, Laceman and Outfitter, 55 Piccadilly. *Div.* May 11, at 2; Basinghall-st. *Com.* Holroyd.

Hughes, Enoch, & William Adams, Ironfounders, Princes End, Sedgley, Staffordshire. *Div.* May 12, at 10; Birmingham. *Com.* Balguy.

Hulme, Samuel, Cotton Spinner, Heaton Norris, Lancashire. *Div.* May 12, at 12; Manchester. *Com.* Jemmett.

Mosedale, Joseph, Engineer, Coventry. *Div.* May 13, at 11.30; Birmingham. *Com.* Balguy.

Musto, John, James Musto, William Musto, Joseph Musto, & Robert William Musto, Millwrights & Engineers, East London Iron Works, Cambridge-rd., Mile End (J. Musto & Co.) *Div.* May 13, at 11; Basinghall-st. *Com.* Evans.

Nelson, James, Cotton Spinner, Oldham, Lancashire. *Div.* May 11, at 12; Manchester. *Com.* Jemmett.

Page, John, Grocer, Hythe, Kent. *Div.* May 11, at 11; Basinghall-st. *Com.* Evans.

Pells, John, Corn & Coal Merchant, Elmswell, Suffolk. *Div.* May 12, at 12.30; Basinghall-st. *Com.* Goulburn.

Peters, Thomas, Grocer, Llanvabon & Cwmbach, also of Mountain Ash, Glamorganshire. *Div.* May 27, at 11; Bristol. *Com.* Ayrton.

Platt, Joseph Slater, & Henry Sutcliff, Manufacturers, Manchester. *Div.* May 13, at 12; Manchester. *Com.* Skirrow.

Roberts, George, Draper, Stamford, Lincolnshire. *Div.* May 18, at 10.30; Shirehall, Nottingham. *Com.* Balguy.

Scott, Henry, Draper, Elsworth, Cambridgeshire. *Div.* May 12, at 11.30; Basinghall-st. *Com.* Goulburn.

Tomlinson, Henry, Licensed Victualler, Royal Exchange-hotel, Grey-st., Newcastle-upon-Tyne. *Last Ex.* (*by adj.* from April 8) May 3, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

Watkins, William Henry, Innkeeper, Portsea, Hants. *Div.* May 11, at 1; Basinghall-st. *Com.* Holroyd.

Wheeldon, George, jun., Brick Maker, &c., Wyke House, Wincanton, Gillingham, Dorset, and elsewhere. *Pref. Dbts.* April 28, at 2.30; Basinghall-st. *Com.* Fonblanque.

Friday, *April* 23, 1858.

Barker, William, Cattle Dealer, Dunstan, Derbyshire. *Div.* May 15, at 10; Council-hall, Sheffield. *Com.* West.

Biggin, Samuel, Henry Biggin, & Paul Smith, Saw Manufacturers, Sheffield. *Div.* joint est. and sep. est. of each, May 15, at 10; Council-hall, Sheffield. *Com.* West.

Billings, William, Bonnet Shape Maker, 54 Red Cross-st., and 5 Circus, Blackfriars-road. *Div.* May 14, at 11.30; Basinghall-st. *Com.* Fane.

Dance, John, & Henry Wane, Grocers, Fairford, Gloucestershire. *Final Div.* Joint est.; also of sep. est. of J. Dance, May 20, at 11; Bristol. *Com.* Ayrton.

Harrison, William, & George Taylor, Maltsters and Brewers, Hadlow, Kent. *Div.* May 19, at 1.30; Basinghall-st. *Com.* Fonblanque.

Homan, Julius, Wholesale Clothier, 7 Russia-row, Milk-st., Cheapside (Homan & Co.) *Div.* May 14, at 11.30; Basinghall-st. *Com.* Fane.

Joyce, Medbury, Timber Merchant, St. Neots, Hunts. *Div.* May 14, at 11; Basinghall-st. *Com.* Evans.

Kirkbride, Isaac, & John Kirkbride, Stone and Marble Merchants, Carlisle. *Div.* May 18, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

Last, William Henry, Commission Agent, 20 Cannon-st. West, and 1 Almora-terrace, Gloucester-rd., Islington. *Div.* May 14, at 2; Basinghall-st. *Com.* Holroyd.

M'Clean, James, & Terence Charles M'Clean, Wine, Spirit, and Beer Merchants, Turnagain-lane, Skinner-st., Snow-hill. *Last Ex.* (*by adj.* from April 20) May 4, at 12; Basinghall-st. *Com.* Fonblanque.

Sadgrove, William, jun., & Richard Ragg, Cabinet Makers, Eldon-st., Finsbury, and Dunnings-alley, Bishopsgate-st. *Div.* May 14, at 2; Basinghall-st. *Com.* Holroyd.

Spiller, Henry, Brick, Slate, and Lime Merchant, St. John's-wood-terr., Regent's-pk. *Last Ex.* May 5, at Basinghall-st. *Com.* Goulburn.

Sykes, Henry, Anvil Manufacturer, Sheffield. *Div.* May 15, at 10; Council-hall, Sheffield. *Com.* West.

Urwin, William Robinson, Chain and Anchor Merchant, Newcastle-upon-Tyne. *Last Ex.* May 3, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

Waithman, William (Waithman & Co.), Flax Merchant, Yealand Conyers, and Manchester, Higher Bentham and Lower Bentham, Holme Mills, Milnthorp, and Gate Beck. *Further Div.* May 14, at 12; Manchester. *Com.* Skirrow.

Young, William Weston, Joseph Weston Young, & George Young, Millers, Neath, Glamorganshire. *Div.* May 20, at 11; Bristol. *Com.* Ayrton.

DIVIDENDS.

Tuesday, *April* 20, 1858.

Allen, Joseph, & Brammall Holmes, Silk Throwsters, Derby. Third, 2*d*. *Harris*, Middle-pavement, Nottingham; April 19, or three following Mondays, 11 to 3.

Balshaw, William. First, 4*s*. *Morgan*, 10 Cook-st., Liverpool; any Wednesday, 11 to 2.

Benjamin, Lewis, Fish Merchant, 28 Jewry-st., Aldgate. First, 1*s*. 3½*d*. *Lee*, 20 Aldermanbury, City; April 21, 11 to 2.

Bracher, Frederick, Tailor, 23 Old Jewry. First, 3*s*. *Edwards*, 22 Basinghall-st.; April 21, and three subsequent Wednesdays, 11 to 2.

Liddell, Caroline, Common Brewer, Great Driffield. First, 11½*d*. *Carrick*, Quay-st.-chambers, Hull; any Thursday, 11 to 2.

Fisher, William, Grocer, Stratford-upon-Avon. *Div.* (on new proofs only) 4½*d*., being a portion of the First Dividend of 11*s*. 8*d*. *Kinnear*, 37 Waterloo-st., Birmingham; any Thursday, 11 to 3.

Fleetwood, John, Grocer, Liverpool. First, 3*s*. *Turner*, 53 South John-st., Liverpool; any Wednesday, 11 to 2.

Freeman, Joseph, Wool Top Maker, Bradford. First, 6*s*. 8*d*. *Young*, 5 Park-row, Leeds; any day except Saturday, 10 to 1.

Greenwood, Thomas, & Samuel King, Builders, 5 Cannon-st. and St. Aubyn-st., Devonport. First, 5*s*. 3*d*. sep. est. of S. King; and First 5*s*. sep. est. of T. Greenwood. *Hirtzel*, Queen-st., Exeter; any Tuesday or Friday, 11 to 2.

Hesledon, Bryan, Scrivener, Barton-upon-Humber. First, 7½*d*. *Carrick*, Quay-st.-chambers, Hull; any Thursday, 11 to 2.

Hill, Abraham, Grocer, Bradford. First, 3*s*. 6*d*. *Hope*, 1 South-parade, Park-row, Leeds; any Saturday, 10 to 12.

Keetley, Robert, Ship Builder, Great Grimsby. First, 1*s*. 3*d*. *Carrick*, Quay-st.-chambers, Hull; any Thursday, 11 to 2.

Lord, Miles, & George Rostron, Woollen Manufacturers, Cage Mills, Newchurch, Lancashire. First, 3*s*. 4*d*. *Fraser*, 45 George-st., Manchester; any Tuesday, 11 to 1.

Melville, John, Merchant, Austin-friars. Second, 2*d*. sep. est. *Edwards*, 22 Basinghall-st.; April 21, and three subsequent Wednesdays, 11 to 2.

Mosley, Charles, & John Marlow Mosley, News Agents, 16 Catherine-st., Strand. First, 2*s*. 6*d*. *Edwards*, 22 Basinghall-st., City; April 21, and three subsequent Wednesdays, 11 to 2.

Oldfield, Allan, & Co., Cloth Merchants, Huddersfield. Fifth, 6*d*. joint est.; and second, 3*d*. sep. est. of S. Oldfield. *Young*, 5 Park-row, Leeds; any day except Saturday, 10 to 1.

Ouston, Robert Carter, Corn, Wine, & Spirit Merchant, Kingston-upon-Hull. First, 5*d*. *Carrick*, Quay-st.-chambers, Hull; any Thursday, 11 to 2.

Parkinson, William, Worsted Spinner, Bradford. First, 3*d*. *Young*, 5 Park-row, Leeds; any day except Saturday, 10 to 1.

Pearson, George, Grocer, Birkenhead. Div. 2*s*. 2*d*., on acct. of First Dividend of 2*s*. 6*d*. *Turner*, 53 South John-st., Liverpool; any Wednesday, 11 to 2.

Rhodes, Thomas Burn, Druggist, Bradford, Yorkshire. First, 2*s*. 1*d*. *Hope*, 1 South-parade, Park-row, Leeds; any Saturday, 10 to 12.

Smith, Samuel, Iron Merchant, Derby. First, 3*d*. *Harris*, Middle-pavement, Nottingham; April 19, or three following Mondays, 11 to 3.

Smithson, Joseph, Corn Miller, West Mills, Mirfield. Third, 2½*d*. *Hope*, 1 South-parade, Park-row, Leeds; any Saturday, 10 to 12.

Toms, Joseph, Builder, Bartholomew-st., Exeter. First, 5*s*. 2*d*. *Hirtzel*, Queen-st., Exeter; any Tuesday or Friday, 11 to 2.

Torring, Richard, Builder, 50 Cobourg-st., Plymouth. First, 3*s*. 3½*d*. *Hirtzel*, Queen-st., Exeter; any Tuesday or Friday, 11 to 2.

Towan, Stephen, Currier, 13 Buckwell-st., Plymouth. First, 1*s*. ½*d*. *Hirtzel*, Queen-st., Exeter; any Tuesday or Friday, 11 to 2.

Trefney, Thomas Henry, Woollen Draper, Perranporth, Cornwall. First, 9½*d*. *Hirtzel*, Queen-st., Exeter; any Tuesday or Friday, 11 to 2.

White, William Seager, Chemist and Druggist, Soho-st., Handsworth. Second, 6½*d*. *Kinnear*, 37 Waterloo-st., Birmingham; any Thursday, 11 to 3.

Friday, *April* 23, 1858.

Baker, William & Lucy Smith, Milliners, 3 Church-st., Camberwell. First, 1*s*. *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 to 2.

Clarke, Joseph Henry, Hatter, Leicester. First, 2*s*. 9*d*. *Harris*, Middle-pavement, Nottingham; Monday next, or three following Mondays, 11 to 3.

Jones, William, Builder, Brecon. Second, 4*d*. *Acraman*, 19 St. Augustine's-parade, Bristol; any Wednesday, 11 to 1.

Kingston, William, Linendraper, 21 Bridge-rd., Lambeth. Second, 1*s*. 9½*d*. *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 to 2.

Lewis, George, Innkeeper, Cwmbach. Div. 2½*d*. *Acraman*, 19 St. Augustine's-parade, Bristol; any Wednesday, 11 to 1.

Munton, George Octavius, Surgeon, Bowin, Lincolnshire. Second, 9*d*. *Harris*, Middle-pavement, Nottingham; Monday next, or three following Mondays, 11 to 3.

Polak, James Michel, Picture Dealer, Birmingham. First, 1*s*. 11½*d*. *Kinnear*, 37 Waterloo-st., Birmingham; any Thursday, 11 to 3.

Richards, Thomas, Draper, Aberystwith. Div. 3*d*. *Acraman*, 19 St. Augustine's-parade, Bristol; any Wednesday, 11 to 1.

Sayer, Henry Hunt, Seedsman, Bristol. Div. 1*s*. 7½*d*. *Acraman*, 19 St. Augustine's-parade, Bristol; any Wednesday, 11 to 1.

Smith, Edward, Linendraper, Swansea. Div. 4*s*. *Acraman*, 19 St. Augustine's-parade, Bristol; any Wednesday, 11 to 1.

Whitehead, William, & Mary Ann Whitehead, Innkeepers, Leicester. First, 3*s*., sep. est. of W. Whitehead. *Harris*, Middle-pavement, Nottingham; Monday next, or three following Mondays, 11 to 3.

Wooster, Timothy, Innkeeper, Cheltenham. Second, 5½*d*. *Acraman*, 19 St. Augustine's-parade, Bristol; any Wednesday, 11 to 1.

CERTIFICATES.

To be allowed, *unless Notice be given, and Cause shown on Day of Meeting.*

Tuesday, *April* 20, 1858.

Barker, Charles Theodore, Haberdasher, Raley House, Moor-terr., New Peckham. May 12, at 1.30; Basinghall-st.

Buckley, Samuel, Joiner & Builder, Ashton-under-Lyne. May 11, at 12; Manchester.

Caporn, Francis Meredith, Lace Manufacturer, Nottingham. May 18, at 10.30; Shirehall, Nottingham.

Chistall, William, Ships' Chandler & Timber Merchant, 4 Goldsworthy-ter., Lower-rd., Rotherhithe. May 12; Basinghall-st.

Cross, William, Victualler, Lord Raglan Public-house, St. Ann's-rd. North, near the Canal-rd., Mile-end. May 12, at 2.30; Basinghall-st.

Harding, Vernon, Ironmonger, Liverpool. May 13, at 11; Liverpool.

Lewis, David James, Boot & Shoe Maker, Cardiff. May 18, at 11; Bristol.

Millington, James, & Charles Claye, Lace Manufacturers, Nottingham. May 18; Shirehall, Nottingham.
Oscroft, Thomas, Grocer, Codnor, Heanor, Derbyshire. May 18, at 10.30; Shirehall, Nottingham.
Pells, John, Corn & Coal Merchant, Elmswell, Suffolk. May 12, at 1; Basinghall-st.
Richards, George Marbutt, Grocer, Northampton. May 12, at 12.30; Basinghall-st.
Sherman, Thomas William, Upholsterer, 97 St. James'-st., Brighton. May 12, at 12; Basinghall-st.
Stanley, John Strong-i'th'-Arm, Cotton Spinner, Ashton-under-Lyne. May 13, at 12; Manchester.
Webb, Robert George, Draper, Liverpool. May 11, at 11; Liverpool.
Young, Thomas, China and Glass Dealer, 17 Hampton-ter., Hampstead-rd. May 12, at 2; Basinghall-st.

Friday, *April* 23, 1858.

Carless, Thomas, Farmer, Stone Grange, Staffordshire, lately of Stafford, Linendraper. May 14, at 10; Birmingham.
Cross, Samuel, Timber Merchant, 29 Lime-st., and 12 Coburg-pl., Kennington-lane. May 14, at 1; Basinghall-st.
Harris, Joseph, Chemical Manufacturer, Bolton, Lancashire; and William Harris, School-hill, Bolton. May 14, at 12; Manchester.
Hemming, Alfred Jones, Licensed Victualler, Birmingham. May 14, at 10; Birmingham.
Holmes, William, Picture Dealer, Birmingham. May 17, at 10; Birmingham.
Kent, Thomas, Grocer, 6 Brighton-pl., Brixton-rd. May 14, at 11; Basinghall-st.
Lancaster, John, & John Brayford, Iron Manufacturer, Walsall, Staffordshire. May 14, at 10; Birmingham.
Pearce, Samuel, Oilman, 116 Minories. May 17, at 2; Basinghall-st.
Peters, Thomas, Grocer, Llanvabon & Cwmbach, Glamorganshire. May 18, at 11; Bristol.
Rowland, Richard, Innkeeper, Chertsey, Surrey. May 14, at 11.30; Basinghall-st.
Riley, Thomas Tomkinson, Wine & Spirit Merchant, Wolverhampton. May 14, at 10; Birmingham.
Uffindell, William, Licensed Victualler, Three Cups Tavern, Bow. May 14, at 11; Basinghall-st.
Wood, William, Builder, Milton-next-Gravesend. May 14, at 1.30; Basinghall-st.

To be delivered, *unless* Appeal *be duly entered.*

Tuesday, *April* 20, 1858.

Ambler, David Waddington, Draper, Tunstall, Staffordshire. April 12, 2nd class.
Constantine, James, Cotton Spinner, Scout, Newchurch, Rosendale, Lancashire. April 3, 2nd class, after a suspension of 12 mos.
Fletcher, John, Coalmaster, Smethwick, Staffordshire. April 12, 2nd class.
Gerrard, William, Grocer, Burslem, Staffordshire. April 12, 3rd class.
Green, John, Patent Rope Manufacturer, Sunderland. April 13, 3rd class; having been suspended for 12 mos. from Mar. 24, 1857.
Hancock, William, Builder, Manchester. April 13, 3rd class.
Ingall, Henry, Wine Merchant, 23 Crutched-friars. April 13, 2nd class; having been suspended for 3 mos. from Jan. 5.
Jackson, Joseph, Hatter, 23 Western-rd., Brighton. April 16, 2nd class.
Jeffreys, Rees, Outfitter, Liverpool. April 14, 3rd class.
Kirkbride, Isaac, & John Kirkbride, Stone and Marble Masons, Carlisle. April 14, 3rd class.
Knight, Lewis Smith, Hardwareman, Manchester. April 13, 1st class.
Littler, John Watson, Apothecary, Dock-lane, Lower Edmonton. April 13, 2nd class.
Newey, William, Grocer, Wolverhampton. April 12, 2nd class.
Savage, William, Berlin Wool and China Dealer, Winchester. April 13, 2nd class.
Score, William, Washing Crystal Maker, late of Bristol, now of Homer-st., Lambeth. April 16, 3rd class.
Shawcross, John, Cotton Spinners, Bowden, Cheshire, and Manchester. April 14, 1st class.
Sloper, Thomas, Auctioneer, Whitehorse-ter., Stepney. April 13, 3rd class, having been suspended for 2 years from Dec. 11, 1855.
Southam, Alfred, Manufacturer, Manchester. April 13, 2nd class.
Thompson, Joseph, jun., Plumber, Dudley. April 12, 3rd class, after a suspension of 3 mos.
Tully, Thomas, Builder, Tudely, Kent. April 13, 2nd class.
Watmough, George, Draper, formerly of Chester, afterwards of St. Helens, now of Bolton and Sheffield. April 12, 3rd class, having been suspended 9 mos. from June 27, 1857.
Wearne, Harry, Woollen Warehouseman, 74 Piccadilly. April 16, 2nd class.
Wigmore, Henry, Hotel Keeper, Enville, Staffordshire. April 12, 2nd class.
Williams, Edward John, Ship Owner, Upper East Smithfield. April 13, 2nd class.

Friday, *April* 23, 1858.

Aulton, William, & John Saunderson Butler, Lace Manufacturers, Nottingham. April 20, 2nd class to W. Aulton.
Baker, William, & Lucy Smith Baker, Milliners, 3 Church-street, Camberwell. April 15, 3rd class, to L. S. Baker, after a suspension of 3 mos.; and April 19, 3rd class, to W. Baker, after a suspension for 12 mos.
Bingham, Richard Frank, Confectioner, Nottingham. April 20, 2nd class.
Böcke, Frederick Robert Paul, Goldsmith and Jeweller, 86 Newman-st., Oxford-st. April 20, 3rd class, after a suspension for 12 mos.
Browne, John, Fringe Maker, South Devon-pl., Plymouth. April 15, 2nd class.
Caffel, James, Outfitting Warehouseman, 5 Gutter-lane. April 16, 2nd class, after suspension for 3 mos.
Cook, John, Spirit Merchant, Birmingham. April 16, 2nd class.
Fitzpatrick, John Archibald, Victualler, Alrewas, Staffordshire. April 16, 2nd class.
Green, John, & William Baker, Stay Manufacturers, 79 Newgate-st. April 19, 3rd class, to J. Green after a suspension for 6 mos.; and to W. Baker after a suspension for 12 mos.
Hayward, Ann, Innkeeper, Shrewsbury. April 16, 3rd class.
Hitchman, Charles, Licensed Victualler, Warwick. April 16, 2nd class.
Hurcomb, Samuel, Grocer, Littledean, Gloucestershire. April 19, 3rd class.
M'Lachlan, Peter, Baker, 6 Birchin-lane, Cornhill, and 1 St. George's-ter., Kilburn. April 19, 2nd class.
Mann, John, Ironmonger, Old Town-st., Plymouth. April 15, 2nd class.
Morris, John, Linen and Woollen Draper, Rhymney, near Tredegar, Monmouthshire. April 13, 2nd class.
Painter, William Edward, Printer, 342 Strand. April 17, 2nd class.
Quayle, William, Ship Broker, Liverpool. Mar. 2, 2nd class, after a suspension of 6 mos.
Walker, Charles, & Frederick James Walker, Drapers, 3 Commercial-road East. April 20, 2nd class to C. Walker; having been suspended for 4 mos. from Dec. 18.
Wellsted, William, & Henry Wellsted, Cabinet Makers, Molyneux-st., and Shouldham-st., Bryanstone-sq. April 20, 1st class.
Wilson, Thomas, Merchant, New High-st., Manchester. April 12, 3rd class, after a suspension of 2 years.

Professional Partnerships Dissolved.

Friday, *April* 23, 1858.

Boyle, Charles, Henry Davis Poole, & Charles Henry Kincaid, Attorneys, Solicitors, & Conveyancers, 9 New-sq., Lincoln's-inn. By mutual consent; April 21.
De Medewe, Daniel Charles, & Cooper Charles Brooke, Attorneys-at-Law & Solicitors, Woodbridge, Suffolk. By mutual consent; April 19.
Bremridge, Richard, John Henry Toller, & Edward Bourchier Savile, Attorneys & Solicitors, Barnstaple, Devon. By mutual consent; April 20. All debts due to and owing by the said firm will be received and paid by R. Bremridge & J. H. Toller, by whom the business will be carried on at the above-named place as usual; April 20.

Assignments for Benefit of Creditors.

Tuesday, *April* 20, 1858.

Lewis, Joseph, & Benjamin Lewis, Engineers, Salford, Lancashire (Francis Lewis & Sons). April 5. *Trustees*, S. Berrisford, Machinist, Stockport, Lancashire; W. J. Dorning, Engineer, Manchester. *Sols.* Bellhouse & Bond, 40 Princess-st., Manchester.
Mottram, Henry, & William Taylor, Merchants, Sheffield. April 10. *Trustees*, J. Bramall, File Manufacturer, Birtin House, Oughtibridge, Ecclesfield, Yorkshire; A. Allott, Accountant, Sheffield; R. Naylor, Commercial Clerk, Sheffield. Creditors to execute before June 11. *Sols.* Hoole & Yeomans, Meeting-house-lane, Sheffield.
Powell, William, Dealer in Glass, &c., King's Lynn, Norfolk. April 14. *Trustees*, W. Baney, Gent., King's Lynn; J. Cooper, Ironmonger, King's Lynn. *Sols.* Goodwin, Partridge, Williams, & Edwards, King's Lynn.
Scarth, William Gillyard, Woollen Cloth Manufacturer, Morley, Yorkshire. Mar. 30. *Trustees*, C. Wilkinson, Woolstapler, Morley; W. Riley, Manufacturer, Leeds. *Sols.* Butler & Smith, Leeds.
Smith, Emanuel, jun., Builder and Cabinet-maker, Pershore, Worcestershire. Mar. 29. *Trustees*, J. Andrews, Grocer, Pershore; D. G. Niven, Surgeon, Pershore. Creditors to execute before June 30. *Sols.* Ball & Hudson, Pershore.
Watson, Joseph, Furniture Broker, Seaham Harbour, Durham. April 6. *Trustee*, V. Mastaglio, Looking Glass Manufacturer, Newcastle-upon-Tyne. Creditors to execute before July 7. *Sol.* Cooper, Sunderland.

Friday, *April* 23, 1858.

Bates, Joseph, & John Cumming Bates, Printers, Buxton, Derbyshire. April 17. *Trustees*, E. Mycock, Farmer, Fairfield, Derbyshire; R. R. Duke, Builder, Buxton. *Sol.* Bennett, Chapel-en-le-Frith.
Bradford, William, jun., Upholsterer, 1 Great Dover-st., Surrey. Mar. 31. *Trustees*, J. Thomas, Merchant, 173 Bishopsgate-st.-without; J. S. Miller, Merchant, 20 Watling-st. Creditors to execute before July 1. *Sols.* Clarke & Harris, Bishopsgate-churchyard.
Brown, Thomas, Nailmaker, Windle, Lancashire. April 21. *Trustees*, R. Hindley, Tea Dealer, St. Helen's, Lancashire; A. Sutton, Flour Dealer, St. Helen's. *Sol.* Haddock, St. Helen's.
Davis, John, Upholder, 138 Tottenham-ct.-rd. April 9. *Trustees*, M. S. Risch, Warehouseman, 105 Wood-st., Cheapside; J. Owen, Chair Maker, 67 Old-st.-rd., Shoreditch; W. Cuthill, Cabinet Maker, 21a Providence-row, Finsbury-sq. *Sols.* Langley & Gibbon, 32 Great James-st., Bedford-row.
Downham, John, Auctioneer, Bury, Lancashire. April 20. *Trustees*, J. Nuttall, Farmer, Lomaxes, within Pilsworth; E. Potts, Draper, Bury. *Sols.* Alfred & Grundy, Union-st., Bury.
Edissbury, John, Grocer, Wrexham, Denbighshire. April 16. *Trustees*, J. Edisbury, Auctioneer, Brook-st.-house, Wrexham; J. Clark, Wine Merchant, Wrexham. Creditors to execute before June 17. *Sol.* Hughes, Wrexham.
Jones, Simon, Shipbuilder, Abergafran, Merionethshire, and Simon Jones, jun., Shipbuilder, Abergafran. April 8. *Trustees*, W. Lloyd, Draper, Portmadoc, Carnarvonshire; O. Owen, Timber Merchant, of same place. Creditors to execute before May 9. *Sols.* Bresse & Jones, Solicitors, Portmadoc.
Morgan, David, Toy Dealer, Liverpool. April 8. *Trustee*, G. E. Holt, Accountant, 183 Grove-st., Liverpool. Creditors to execute before June 9. *Sol.* Teebay, 22 North John-st., Liverpool.
Peet, James, Joiner, Rainford, Lancashire. April 16. *Trustees*, R. Harrison, Joiner, St. Helen's, Lancashire; J. T. Threlfall, Ironmonger, St. Helen's. Creditors to execute before May 3. *Sol.* Barrow, St. Helen's.
Rogers, Thomas, Grocer, Pembridge, Herefordshire. April 17. *Trustees*, J. Lewis, Miller, Cholstrey Mill, Leominster; T. Davies, Miller, Arrow Mill, Kingsland. *Sol.* Hammond, Leominster.
Trdarthen, George, Cabinet Maker, Penzance. Feb. 27. *Trustees*, T. Coulson, Merchant, S. York, Draper, both of Penzance. *Sols.* Roscorla & Davies, Penzance.
Wadley, John, Hat Manufacturer, Castle-st., Swansea, Glamorganshire. Mar. 27. *Trustee*, H. B. Willett, Engraver, Nicholas-st., Bristol. *Sol.* Alman, Broad-st., Bristol.

Creditors under Estates in Chancery.

Tuesday, *April* 20, 1858.

Nobledge, Henry, Tailor, Newark-upon-Trent (who died in Feb., 1856)

Re Norledge's estate, Freeston *v.* Norledge, M. R. *Last day for Proof*, May 22.

OWEN, ROBERT, Innkeeper and Sawyer, Treffriw, Carmarthen (who died in Feb., 1858). Re Owen's estate, Roberts *v.* Owen, M. R. *Last Day for Proof*, May 22.

PETTENER, ANN, Spinster, Louth, Lincolnshire (who died on Jan. 25, 1858). Re Pettener, Richmond *v.* Nesbitt, M. R. *Last Day for Proof*, May 22.

WEEKS, WILLIAM, Cordwainer, Westbury, Somerset (who died in Oct., 1857). Weeks *v.* Weeks, V. C. Stuart. *Last Day for Proof*, May 29.

FRIDAY, *April* 23, 1858.

COLLINSON, JAMES, Blacksmith, Capel, Surrey (who died in Mar., 1837). Cheeseman *v.* Collinson, M. R. *Last Day for Proof*, May 22.

COOKE, JOHN, Esq., Clarence-pl., Bristol (who died in Sept., 1857). Tanner *v.* Holt, M. R. *Last Day for Proof*, May 22.

DAVIES, DAVID PETER, Protestant Dissenting Minister, Lawn Cottage, near Belper, Derbyshire (who died in Jan., 1844). Davies *v.* Davies, M. R. *Last Day for Proof*, May 26.

LEDSAM, DANIEL, Esq., Birmingham (who died in Dec., 1857). Ledsam *v.* Hopkins, V. C. Stuart. *Last Day for Proof*, June 5.

PRESTON, ROBERT, Penninguent House, Arncliffe, Yorkshire (who died on Mar. 28, 1831). Morton *v.* Geldard, V. C. Stuart. *Last Day for Proof*, May 31.

RAILSTON, GEORGE THOMAS, Gent., Newcastle-upon-Tyne (who died on Mar. 28, 1858). Railston *v.* Hall, M. R. *Last Day for Proof*, May 22.

Winding-up of Joint Stock Companies.

TUESDAY, *April* 20, 1858.

LIMITED IN BANKRUPTCY.

SUNKEN VESSELS RECOVERY COMPANY (LIMITED).—A petition was presented to the Court of Bankruptcy for the Liverpool District, by Thomas Lyon, Robert Keer, Peter Maddox, and John Angus Ward, Directors and Contributories, on Mar. 26, for winding-up the said Company; and on April 16, the said Company was ordered to be wound up, and William Bird, one of the Official Assignees, was appointed Official Liquidator. Mr. Com. Stevenson has appointed May 5, at 11, at the Court of Bankruptcy, Liverpool, to settle the list of contributories, when the major part in value of the said contributories assembled may appoint an Official Liquidator, to act concurrently with the said William Bird.

FRIDAY, *April* 23, 1858.

UNLIMITED IN CHANCERY.

ERA ASSURANCE SOCIETY.—A Petition for the dissolution and winding-up of this Society was, on April 20, presented to the Lord Chancellor, by Henry William Hale, which will be heard before V. C. Wood on Friday, May 7. Sargent, Head, & Pattison, 26 Nicholas-lane, Lombard-st., Solicitors for the Petitioner.

EGGAR MWYN MINING COMPANY.—V. C. Wood will proceed, on May 6, at 2, at his Chambers, to settle the list of contributories.

NATIONAL PATENT STEAM FUEL COMPANY.—V. C. Kindersley will, at his Chambers, on April 30, at 1, appoint an Official Manager.

NORTHUMBERLAND AND DURHAM DISTRICT BANKING COMPANY.—V. C. Kindersley will, at his Chambers, on April 29, at 3, appoint an Official Liquidator.

PROTESTANT LIFE AND FIRE INSURANCE ASSOCIATION.—V. C. Kindersley will, at his Chambers, on May 3, at 11.30, appoint an Official Manager, in the place of Alfred Ainger, who has resigned.

LIMITED IN BANKRUPTCY.

WEST HAM DISTILLERY COMPANY (LIMITED).—Mr. Com. Fane will hold a sitting on May 18, at 1, for the settlement of the list of Contributories of this Company, and will make a Call on the several persons then settled on the list of Contributories for the full amount remaining unpaid upon their shares.

Scotch Sequestrations.

TUESDAY, *April* 20, 1858.

ADAMSON, WILLIAM BENNET, & ALEXANDER THOMAS ADAMSON, Merchants, 8 Smith's-pl., Leith-walk. April 23, at 1; New Ship-hotel, 20 Shore, Leith. *Seq.* April 14.

BOAK, JAMES, Draper, Lundin Mill, Largo, Fifeshire. April 23, at 1; Crawford's-hotel, Leven. *Seq.* April 15.

CHRISTIE, JOHN, Auctioneer, Aberdeen. April 29, at 2; Royal-hotel, Aberdeen. *Seq.* April 17.

CRAIG, ROBERT, Horse Dealer, Saltcoats. April 28, at 1; Black Bull-inn, Kilmarnock. *Seq.* April 15.

GRAY, JAMES (James Gray & Co.), Engineer, Glasgow. April 30, at 12; Faculty-hall, St. George's-pl., Glasgow. *Seq.* April 16.

HENDERSON, JAMES (James Henderson & Co.), Coachbuilder, Glasgow. April 27, at 1; Faculty-hall, St. George's-pl., Glasgow. *Seq.* April 15.

MILLER, JOHN, lately Straw Hat Manufacturer, and now Warehouseman, Argyle-st., Glasgow. April 23, at 2; Faculty-hall, St. George's-pl., Glasgow. *Seq.* April 15.

NICOL, JOHN, Merchant Tailor, Union-st., Aberdeen. April 28, at 12; Douglas's-hotel, Aberdeen. *Seq.* April 16.

SWIBLES, ALEXANDER, Currier, Arbroath. April 28, at 1; Royal-hotel, Arbroath. *Seq.* April 16.

FRIDAY, *April* 23, 1858.

CHRISTIE, WILLIAM, Cabinet Maker, Elgin. May 4, at 12; Gordon Arms-hotel, Elgin. *Seq.* April 20.

CRAIG, JOHN, Wright, Kirton Toll, Neilston. April 30, at 1; Rose and Thistle-hotel, County-pl., Paisley. *Seq.* April 19.

KAY, JOHN, Tea Merchant, Glasgow (John Kay & Co.) April 30, at 12; Faculty-hall, St. George's-pl., Glasgow. *Seq.* April 20.

M'DONALD, GEORGE, & JOHN FEWTRELL, Hotel Keepers, Campbeltown, Ardersier (George M'Donald & Co.) May 1, at 12; Caledonian-hotel, Inverness. *Seq.* April 17.

MACLEAN, JAMES, Hotel Keeper, Globe-hotel, George-sq., Glasgow. April 30, at 12; Faculty-hall, St. George's-pl., Glasgow. *Seq.* April 19.

MATHEWS, JOHN, Flax Spinner, Kirktown Mills, Strathmartin, Dundee. April 30, at 12; British-hotel, Dundee. *Seq.* April 20.

NATIONAL ALLIANCE ASSURANCE COMPANY,

HOME AND FOREIGN,

(With which is Incorporated the "English and Foreign Life Assurance Society.")

CHIEF OFFICES: 35, OLD JEWRY, LONDON.

BRANCH OFFICE: 8, SAVILLE-STREET, HULL.

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Captain the LORD FREDERIC HERBERT KERR, R.N., 51, Sussex Gardens, Hyde Park, *Chairman*.

Rev. JOHN HARVEY ASHWORTH, M.A., 2, Marlborough Terrace, Kensington, & East Woodhay, Hants.
ROBERT GEORGE RAMSDEN, Esq., 35, Gloucester Terrace, Hyde Park, and Hyndburn Hall, Lancashire,
} *Vice-Chairmen.*

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WILLIAM WYLEYS MACKESON, Esq., 1, New Square, Lincoln's-inn, and 18, Westbourne Terrace Road.
EDWARD MERYON, M.D., 14, Clarges-street, Piccadilly, and "Athenæum" Club.
THOMAS ALFRED POTT, Esq., 90, Camden-road Villas, Regent's Park.
ROBERT RICHARD ROBINSON, Esq., 142, Westbourne Terrace, Hyde Park.
WILLIAM NEWMAN WARBERTON, Esq., 47, Upper Thames Street, City, and Ellesmere Villa, St. John's Wood.

AUDITORS.

EDMUND CLENCH, Esq. EDWARD MOSELEY, Esq.

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Messrs. OLDING, SHARPE, AND CO., Clement's-lane, Lombard-street.

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JOHN MACLEAN, M.D., 29, Upper Montague-street, Montague-square.

SURGEON.

T. SPENCER WELLS, Esq., F.R.C.S., 3, Upper Grosvenor-street, Grosvenor-square.

CONSULTING SURGEON.

THOMAS BLIZARD CURLING, Esq., F.R.S., 39, Grosvenor-street.

SOLICITOR.

THOMAS MORTIMER CLEOBURY, Esq., 35, Old Jewry, City, and Shepherd's-bush.

GENERAL MANAGER.

THOMAS ALFRED POTT, Esq.

Perfect security is guaranteed by a wealthy and influential body of shareholders.

The Business is increasing with great rapidity, the *new* income from Insurances effected at the present time being at the rate of about ten thousand a year.

The Company's affairs are managed and conducted on strictly economical principles, and a comprehensive system is adopted, which embraces under one management:—

1st.—THE LIFE ASSURANCE DEPARTMENT.

For effecting Assurances on the Lives of all classes, at Home and Abroad, granting Endowments, and transacting every description of business to which the principles of Life Assurance are applicable.

LIVES BELOW THE AVERAGE.

The Board gives especial care and attention to assurances, at equitable rates, of the lives of those who, being subject to additional risk from incipient disease or unusual predisposition thereto, or other causes, have not only been "*declined*" by offices rejecting such business altogether, but by those who professedly, by advertisement and their prospectuses, seek such business.

2nd.—THE CASUALTY DEPARTMENT.

For insuring sums of money payable in the event of Death occurring from accidental causes, either during travel by sea or land, in any part of the world, or whilst following the ordinary occupations of life at home; insuring also a weekly allowance in non-fatal cases of accident. The Company also insures against accidental breakage of Plate Glass of all kinds.

3rd.—ANNUITIES.

The granting Annuities according to the expectation of Life; thus giving to annuitants of precarious or confirmed ill health the opportunity of obtaining the largest possible return for their investment.

EFFICIENT WORKING AGENTS WANTED

In many of the towns throughout the United Kingdom, to whom the usual commission will be allowed; and on the death of an accredited representative of this Company, half the commission will be continued to his widow during her life.

The Annual Report, Prospectuses, Forms, and every information will be forwarded on request. THOMAS ALFRED POTT, Manager.

EXAMINATION OF CADETS FOR INDIA.

(See Regulations of H. E. I. C. S.)

THE HISTORY OF BRITISH INDIA, by HUGH MURRAY, Esq., F.R.S.E., is the only book on the subject adopted by the Hon. East India Company for the Examination of Nominees to Indian Appointments.

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HODSON'S LAW PEN is now used in many of the principal Offices in the Profession, and is highly esteemed by all who have given it a trial.

This Pen is made of a particularly elastic material, emulating the pliability of the Quill, and is warranted of the highest finish.

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Hodson, 22, Portugal-street, W.C., London.

GREENWICH. — Desirable and substantial Residence, close to the Park, and within five minutes' walk of the Railway Station, with possession.

MESSRS. NORTON, HOGGART, and TRIST, have received instructions to offer for SALE, at the MART, on FRIDAY, MAY 7, at TWELVE, a most substantially-built RESIDENCE, situate No. 1, Burney-street, close to Croom's-hill and Greenwich-park. It contains four good bed-rooms, lofty drawing-room, 24½ feet by 18 feet, with three windows opening to a balcony, entrance hall, lobby, water-closet, capital dining room, 18½ feet by 18 feet, library, all necessary domestic offices, cellars, &c., fore-court, with separate entrance for servants, and garden in the rear. Held for a term of eighty years from 1845, at a ground rent of £7 7s. per annum, and recently held by the Corporation of London on lease, which expired at Lady-day last, at a rental of £65 per annum, and now in the occupation of Captain James.

May be viewed, by cards only, between the hours of eleven and five, and particulars had of Messrs. Atkins and Andrew, Solicitors, White Hart-court, Lombard-street; at the Mart; and of Messrs. Norton, Hoggart, & Trist, 62, Old Broad-street, Royal Exchange.

GREENWICH, KENT.—Valuable Freehold and Leasehold Investments.

MESSRS. NORTON, HOGGART, and TRIST, have received instructions to offer for SALE at the MART, on FRIDAY, MAY 7, at TWELVE, in Six Lots, the following valuable PROPERTY for investment, viz.—Five substantial Freehold Residences, conveniently situate, Nos. 6, 7, 8, and 9, Royal Circus-street, and No. 1, Prior-street, near to Greenwich Park, and within three minutes' walk of the railway station; let to respectable yearly tenants, at low rentals, amounting together to £154 per annum. Three Leasehold Residences, Nos. 3, 4, and 5, Royal Circus-street, Greenwich; also let to respectable tenants, at rentals amounting together to £99 10s. per annum. The last-mentioned property is held under one lease for about forty-one years unexpired, at a ground rent of £15 per annum.

May be viewed by cards, to be had, with particulars, at the Mitre and Railway Hotels, Greenwich; the Railway Hotel, Blackheath; of G. Waller, Esq., Solicitor, 75, Coleman-street; at the Mart; and of Messrs. Norton, Hoggart, & Trist, 62, Old Broad-street, Royal Exchange.

DOVER, KENT.—Commodious Dwelling-House and Premises, and a piece of Freehold Land in the rear.

MESSRS. NORTON HOGGART, and TRIST, have received instructions, from the Trustees under the Will of the late Mrs. Mary Horne, to offer for SALE, at the MART, LONDON, on FRIDAY, MAY 7, at TWELVE, a LEASEHOLD DWELLING-HOUSE and PREMISES (for many years the Paris Hotel), situate in Snargate-street, the most public thoroughfare in Dover, close to the harbour, within fifty yards of the contemplated terminus of the Dover and Canterbury Railway. The premises, which occupy a frontage of forty feet, are held from the Hon. Wardens and Assistants of Dover Harbour, for sixty-one years, from 1834, at £7 10s. per annum, are well adapted for any retail trade, or by a judicious outlay they might be converted into two houses, when it is believed an extension of term would be granted; also a valuable piece of FREEHOLD LAND in the rear, and with separate approach from Snargate-street.

May be viewed by application to Mr. Lamb, Snargate-street, Dover; and particulars had at the Ship and Dover Castle Hotels, Dover; of J. Aldridge, Esq., Solicitor, No. 27, Montague-place, Russell-square; at the Mart; and of Messrs. Norton, Hoggart, & Trist, No. 62, Old Broad-street, Royal Exchange.

GREAT DOVER-STREET, SOUTHWARK.—Valuable Leasehold Property, producing £160 per annum.

MESSRS. NORTON, HOGGART, and TRIST, have received instructions to offer for SALE, at the MART, on FRIDAY, APRIL 30, at TWELVE, in One Lot, FOUR valuable LEASEHOLD RESIDENCES, situate Nos. 34, 35, 36, and 37, Great Dover-street, Southwark. No. 34 contains five bed rooms, drawing, dining, and breakfast rooms, kitchens, &c., and in the rear, with separate entrance, workshops, coach-house and stabling, in the occupation of Mr. Illidge, on lease, at £55 per annum. No. 35 contains five bed rooms, drawing and breakfast rooms, parlour, kitchens, &c.; and in the rear coach-house and stable, with rooms over, in the occupation of Mr. Cuff, at £35 per annum. No. 36 contains five bed rooms, sitting room, kitchen, wash-house, &c., in the occupation of Mr. Jones, at £30 per annum. No. 37 contains five bed rooms, drawing room, shop, parlour, kitchens, &c., and in the rear two coach-houses and stabling, in the occupation of Mr. Hartshorne, at £40 per annum. The above are held on lease for an unexpired term of thirty-nine years, at a ground rent of £52 per annum.

May be viewed by permission of the tenants, and particulars had of Messrs. Simpson, Roberts, & Simpson, 62, Moorgate-street; at the Mart; and of Messrs. Norton, Hoggart, & Trist, 62, Old Broad-street, Royal Exchange.

HIGH HOLBORN.—Valuable improved Leasehold Rentals, Houses, Workshops, and Premises.

MESSRS. NORTON, HOGGART, and TRIST, have received instructions to offer for SALE, at the MART, on FRIDAY, MAY 7, at TWELVE, in One Lot, well-secured improved LEASEHOLD RENTALS, arising from three capital shops and dwelling-houses, Nos. 199, 205, and 206, High-Holborn; Nos. 1, 6, 7, 8, 9, and 12, Newton-street, and workshops and premises in the rear, let for the whole term of the lease, at together £495 per annum (but of the value of nearly £700 per annum); and seven dwelling-houses and premises, situate Nos. 3, 4, 5, 10, 11, 13, and 14, Newton-street, let to yearly and other tenants, producing when entirely let a gross rental of about £400 per annum. The entire property is held for a term, which will expire at Midsummer, 1873, at £515 per annum, and the net average profit rental may be taken at about £330 per annum.

May be viewed, and particulars had of F. C. V. Pike, Esq., Solicitor, No. 6, Serle-street, Lincoln's-inn; at the Mart; and of Messrs. Norton, Hoggart, and Trist, 62, Old Broad-street, Royal Exchange.

LEASEHOLD INVESTMENT.—Doughty-street, Mecklenburg-square, and Henry-street, Pentonville.

MESSRS. NORTON, HOGGART, and TRIST, have received instructions to offer for SALE, at the MART, near the Bank of England, on FRIDAY, the 30th day of APRIL, in Two Lots, a valuable LEASEHOLD RESIDENCE, situate 13, Doughty-street, Mecklenburg-square, let on lease a to highly respectable tenant, at a clear net rent of £80 per annum. Also coach-house and stabling in the rear, producing a rent of £20 per annum; held for an unexpired term of about 41 years, at a low ground rent of £9 18s. per annum. Also a Leasehold Dwelling-house, 2, Henry-street, Pentonville, let to Mr. Allen, at a rent of £36 per annum, and held for an unexpired term of 13 years, at a ground rent of £6 6s. per annum.

May be viewed by permission of the tenants, and particulars had of Messrs Lovell, Solicitors, South-square, Gray's-inn; at the Mart; and of Messrs. Norton, Hoggart, and Trist, 62, Old Broad-street, Royal Exchange.

Valuable absolute Reversion to One-eighth Share of Property of the value of £29,000.

MESSRS. NORTON, HOGGART, and TRIST, have received instructions to offer for SALE, at the MART, on FRIDAY, APRIL 30, instead of MAY 7, as previously advertised, at TWELVE, in One Lot, the absolute REVERSION, expectant on the decease of a Lady, aged 63, to One-eighth Share of the following Properties, viz. a Mortgage on lands, at Hounslow, for £10,000, at 4½ per cent.; a Mortgage for £700 and £1,000, secured by a bond; £7,167 Three per Cent. Consols; £4,200 Three per Cent. Reduced; a Leasehold House, 12A, Great Cumberland-place, Hyde-park, let upon lease at £225 per annum; a Leasehold House, 21, Store-street, Bedford-square, let upon lease at £50 per annum; and some Personalty, Furniture, &c.

Particulars may be had of Messrs. Lacey and Bridges, Solicitors, 19, King's Arms-yard, Moorgate-street; at the Mart; and of Messrs. Norton, Hoggart, and Trist, 62, Old Broad-street, Royal Exchange.

Hackney-road.—To Engineers, Millers, and others.—Valuable and extensive Leasehold Premises, with the Plant and Machinery, with possession.

MESSRS. NORTON, HOGGART, and TRIST, have received instructions to offer for SALE, at the MART, on FRIDAY, MAY 7, at TWELVE, in One Lot, extensive MANUFACTURING PREMISES, upon which the business of an engineer has been carried on for several years, situate adjoining the Imperial Gaslight Works, at the north end of Boston-street, Hackney-road, Shoreditch. They occupy an important area of 21,000 square feet, and consist of a dwelling-house and appurtenances, large yards, windmill, and steam engine, driving four pair of stones, engine-house, factory, and other erections, together with the valuable plant, going gear, machinery, fixtures, and all customary fittings. Held for a term of sixty years from 1842, at a very low rent of £50 per annum; the windmill and a small portion of the property being let off to a yearly tenant at £86 per annum.

May be viewed by cards, and particulars had of Messrs. Clarke & Morice, Solicitors, No. 29, Coleman-street; at the Mart; and of Messrs. Norton, Hoggart, & Trist, 62, Old Broad-street, Royal Exchange.

Vote for Middlesex.

MESSRS. NORTON, HOGGART, and TRIST, have received instructions to offer for SALE, at the MART, on FRIDAY, MAY 7, at TWELVE, a FEE FARM RENT of £3 10s. per annum, well secured, and arising out of three houses, situate Nos. 7, 8, and 9, Maiden-lane, and giving a Vote for the county of Middlesex.

Particulars may be had of Messrs. Walters, Roumieu, & Young, 9, New-square, Lincoln's-inn; at the Mart; and of Messrs. Norton, Hoggart, and Trist, 62, Old Broad-street, Royal Exchange.

CHESHAM, BUCKS.—Valuable Freehold Farm, Water Corn Mill, and Accommodation Meadows.

MESSRS. NORTON, HOGGART, and TRIST, have received instructions to offer for SALE, at the MART, on FRIDAY, MAY 7, at TWELVE, in Two Lots, a valuable ESTATE, situate at Chesham and Chesham Bois, close to the village of Chesham, — miles from Amersham, and ten from High Wycombe, in the county of Bucks, consisting of a Water Corn Mill, on the River Ches, with two water wheels, driving three pair of stones and the whole of the going gear, a Dwelling-House adjoining, yard, barn, stabling, cow-house, and other buildings, together with several enclosures of useful Arable Land, lying well together, and containing in the whole about fifty-six acres. Lot 2. Two valuable Freehold Accommodation Meadows and Water-cress Beds, adjoining Chesham-common, close to Lot 1, containing together six acres and twenty-two perches, or thereabouts. The above property is let to Mrs. Fox, who has occupied it for many years at a rent of £110 per annum.

May be viewed, and particulars had at the Inns at Chesham and Amersham; the Falcon and Red Lion Inns, High Wycombe; of Messrs. Walters, Roumieu, & Young, Solicitors, 9, New-square, Lincoln's-inn; at the Mart; and of Messrs. Norton, Hoggart, and Trist, 62, Old Broad-street, Royal Exchange.